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BEFORE THE ARIZONA CORPORATION COMMISSION RECEIVED

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Arizona Corporation Commission

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AZ CORP COMMISSION
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IN THE MATTER OF U S WEST
COMMUNICATIONS, INC.'S COMPLIANCE
WITH §271 OF THE
TELECOMMUNICATIONS ACT OF 1996.

DOCKET NO. T-00000A-97-0238

NOTICE OF FILING

Qwest Corporation ("Qwest") hereby provides notice of filing the attached SGAT Lite. Qwest provides the SGAT lite in order to allow the parties time to review it prior to the upcoming workshop on general terms and conditions, forecasting and BFR, scheduled in this matter on May 30-June 1, 2001.

DATED THIS 24th day of May, 2001.

Respectfully submitted,

Qwest Corporation

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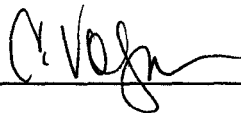
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**STATEMENT OF GENERALLY AVAILABLE
TERMS AND CONDITIONS FOR INTERCONNECTION,
UNBUNDLED NETWORK ELEMENTS, ANCILLARY SERVICES,
AND RESALE OF TELECOMMUNICATION SERVICES
PROVIDED BY
QWEST CORPORATION**

Arizona

**GENERAL TERMS AND CONDITIONS
WORKSHOP VERSION**

For filing May 24, 2001

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Section 1.0 - GENERAL TERMS

1.1 This Statement of Generally Available Terms and Conditions ("SGAT") for Interconnection, unbundled network elements, Ancillary Services, and Resale of Telecommunications Services is filed by Qwest Corporation ("Qwest"), a Colorado Corporation with offices at 1801 California Street, Denver, Colorado 80202, pursuant to Section 252(f) of the Telecommunications Act of 1996, for purposes of fulfilling Qwest's obligations under Sections 222, 251(a), (b), and (c), 252, 271, and other relevant provisions of the Act and the rules and regulations promulgated thereunder.¹

1.2 ~~If this document is being used as the basis for negotiations of an Interconnection Agreement, it is between _____, ("Competitive Local Exchange Carrier" or "CLEC") a _____ corporation and Qwest Corporation ("Qwest"), a Colorado corporation, pursuant to Section 252(f) of the Telecommunications Act of 1996, for purposes of fulfilling Qwest's obligations under Sections 222, 251(a), (b), and (c), 252, 271, and other relevant provisions of the Act and the rules and regulations promulgated thereunder.~~ Intentionally Left Blank

1.3 This Agreement SGAT sets forth the terms, conditions and pricing under which Qwest will offer and provide to any requesting CLEC network Interconnection, access to ~~unbundled network elements~~, Unbundled Network Elements, Ancillary services, and Telecommunications Services available for resale within the geographical areas in which both Parties are providing local exchange service at that time, and for which Qwest is the incumbent Local Exchange Carrier within the State of Arizona for purposes of providing local Telecommunications Services. This Agreement SGAT is available for the term set forth herein.

1.4 Individual CLECs may adopt this SGAT, in lieu of entering into an individual Interconnection agreement, by signing the Signature Page in Section 22 of this SGAT and by delivering a signed copy of this SGAT to Qwest, pursuant to the notification provision of this SGAT contained in Section 5.21 (the "effective date"). Upon adoption of the SGAT by CLEC, the SGAT becomes an Interconnection agreement between Qwest and CLEC. ~~The date on which Qwest receives an executed copy of this SGAT shall hereafter be referred to as the "Effective Date" of the Agreement between Qwest and CLEC.~~

1.5 This SGAT, once it is approved or permitted to go into effect by the Commission, offers CLECs an alternative to negotiating an individual Interconnection agreement with Qwest, purchasing from the Service Resale Tariff or adopting an existing approved Interconnection agreement between Qwest and another CLEC pursuant to Section 252(i) of the Act. In this respect, neither the submission nor approval of this SGAT nor any provision herein shall affect Qwest's willingness to negotiate an individual agreement with any requesting carrier pursuant to Section 252 of the Telecommunications Act of 1996.

1.6 Qwest may modify this SGAT prior to the date it is approved or permitted to go into effect. If Qwest files a modification, the section modified shall be considered withdrawn, and

¹ Note – Throughout this document, the term "U S WEST" has been replaced with the term "Qwest". While all other changes in this document are shown with revision marks, the change of U S WEST to Qwest has not been shown with revision marks, only because of the substantial volume of the changes.

the section as modified will be approved or permitted to go into effect pursuant to the Schedule for Review set forth in 252(f) of the Act. For the purposes of the Schedule for Review set forth in section 252(f) of the Act, the ~~sixty-calendar days~~sixty (60) day timeframe for this SGAT to take effect shall commence from the filing of this SGAT and shall not be affected by the filing of any modification.

1.7 ~~Following the date this SGAT is approved or allowed to take effect, Qwest may file amendments to this SGAT, which shall be approved or permitted to take effect pursuant to the Schedule for Review set forth in Section 252(f) of the Act. At the time any amendment is filed, the section amended shall be considered withdrawn, and no CLEC may adopt the section considered withdrawn following the filing of any amendment, even if such amendment has not yet been approved or allowed to take effect. Any modification to the SGAT by Qwest will be accomplished through Section 252 of the Act.~~

1.7.1 Notwithstanding the above or anything contained in Section 1 of this SGAT, if the Commission orders, or Qwest chooses to offer and CLEC desires to purchase, new Interconnection services, access to additional Unbundled Network Elements, additional ancillary services or Telecommunications Services available for resale which are not contained in this SGAT, no formal amendment to the Interconnection Agreement is necessary. Qwest will notify CLEC of the availability of these new services through the product notification process through the Co-Provider Industry Change Management Process ("CICMP"). CLEC must first update the relevant section(s) of the New Product Questionnaire to establish ordering and billing processes. Then by placing its orders, CLEC agrees to abide by all of the then current rates, terms and conditions as set forth in the then current template agreement applicable to such new services. If CLEC wishes to negotiate an Amendment with different terms and conditions than defined in the then current template agreement, CLEC agrees to abide by those terms and conditions until the Amendment is approved and a parallel processing letter agreement is are executed.

1.7.2 Either Party may request an amendment to the Agreement at any time by providing to the other Party in writing information about the desired amendment and proposed language changes. If the Parties have not reached agreement on the requested amendment within sixty (60) calendar days after receipt of the request either Party may pursue resolution of the amendment through the Dispute Resolution provisions of this Agreement.

1.8 Because this SGAT is Qwest's standard contract offer, CLECs with a current Interconnection Agreement may opt into, through Section 252(i) of the Act, any provision of the SGAT by executing an appropriate amendment to its current Interconnection Agreement.

1.8.1 When opting into a provision, Qwest may require CLEC to accept legitimately related provisions to ensure that the provision retains the context set forth in the SGAT. At all times, Qwest bears the burden of establishing that an SGAT provision is legitimately related.

1.8.2 To opt into a provision of the SGAT through Section 252(i), CLEC must provide Qwest with written notice of such intention specifying in detail the provisions of the SGAT selected in the form of a proposed amendment to the Interconnection Agreement which has been signed by the CLEC. Qwest shall make a form or sample amendment as well as the currently effective SGAT, available in electronic form for use

by CLEC to prepare the written notice. Once Qwest receives such written notice, it shall have a reasonable period of time to submit a formal written response either accepting the change and signing the amendment or identifying those additional provisions that Qwest believes are legitimately related and must also be included as part of the amendment. If Qwest identifies additional provisions that Qwest believes are legitimately related, Qwest shall specify the provisions in the proposed amendment, if any, to which the additional provisions are not legitimately related and which could be included in a revised proposed amendment that would be acceptable to Qwest. Under ordinary circumstances, a reasonable period of time shall be deemed to be fifteen (15) business days. In extraordinary circumstances, where CLEC's requested modification is complex, Qwest shall have additional time to perform its review. When such extraordinary circumstances exist, Qwest will notify CLEC in writing within fifteen (15) business days from the notice and advise CLEC that additional time is necessary. In no event shall a reasonable period of time be deemed to be greater than twenty (20) business days from the time of CLEC's notice.

1.8.3 _____ If Qwest has identified additional provisions that Qwest believes are legitimately related and has specified provisions in the proposed amendment to which those provisions are not legitimately related, CLEC may provide Qwest with a revised proposed amendment that deletes the disputed provisions, which Qwest shall accept and sign. Regardless of whether CLEC provides Qwest with a revised proposed amendment, if CLEC disputes Qwest's written response that additional SGAT provisions are legitimately related, then CLEC may immediately demand that the dispute be submitted to dispute resolution and CLEC shall submit such dispute to dispute resolution within fifteen (15) days from such receipt of Qwest's response. CLEC may, at its sole option, elect to have the dispute resolution conducted through one of the following methods of dispute resolution:

1.8.3.1 The dispute may be settled by the Commission. Such dispute resolution shall be conducted pursuant to Commission rules or regulations specifying a procedure for submission, hearing and resolving issues pursuant to Section 252(i) of the Act or rules and regulations specifying procedures for submission of a dispute arising under an Interconnection Agreement, as appropriate. If the Commission shall not have established any such rules or regulations, CLEC may file a complaint with the Commission. The Commission may elect to hear the complaint under expedited procedures

1.8.3.2 The dispute may be settled by arbitration. Such an arbitration proceeding shall be conducted by a single arbitrator. The arbitration proceedings shall be conducted under the then-current rules of the American Arbitration Association ("AAA"). The Federal Arbitration Act, 9 U.S.C. Sections 1-16, not state law, shall govern the arbitrability of the dispute. All expedited procedures prescribed by AAA rules shall apply. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Except for a finding of bad faith as set forth in 1.8.3.3, each Party shall bear its own costs and attorney's fees, and shall share equally in the fees and expenses of the arbitrator. The arbitration proceedings shall occur in the Phoenix metropolitan area or in another mutually agreed upon location.

1.8.3.3 Each Party to the dispute shall bear the responsibility of paying its own attorney's fees and costs in prosecuting/defending the action. However, if

either Party is found to have brought or defended the action in "bad faith", then that Party shall be responsible for reimbursing the other Party for its reasonable attorney's fees and costs in prosecuting or defending the action.

1.8.4 _____ If Qwest accepts a CLEC proposed change to adopt certain SGAT language and signs the amendment, the Parties shall begin abiding by the terms of the amendment immediately upon CLEC's receipt of the signed amendment. Qwest shall be responsible for submitting the proposed change to the Commission for its approval within ten (10) business days from receipt of the signed amendment. The amendment shall be deemed effective upon approval of the amendment by the Commission.

Section 2.0 - INTERPRETATION AND CONSTRUCTION

2.1 This Agreement ("Agreement") includes this Agreement and all Exhibits appended hereto, each of which is hereby incorporated by reference in this Agreement and made a part hereof. All references to Sections and Exhibits shall be deemed to be references to Sections of, and Exhibits to, this Agreement unless the context shall otherwise require. The headings and numbering of Sections and Exhibits used in this Agreement are inserted for convenience of reference only and are not intended to be a part of or to only and will not be construed to define or limit any of the terms in this Agreement or affect the meaning and interpretation of this Agreement. Unless the context shall otherwise require, any reference to any agreement, other instrument (including Qwest or other third party offerings, guides or practices), statute, regulation, rule or Tariff applies to such agreement, instrument, statute, regulation, rule or Tariff as amended and supplemented from time to time (and, in the case of a statute, regulation, rule or Tariff, to any successor provision).

2.2 The provisions in this Agreement are in compliance with and based, in large part, on the existing state of the law, rules, regulations and interpretations thereof, including but not limited to state rules, regulations, and laws, as of the date hereof (the "Existing Rules"). Nothing in this Agreement shall be deemed an admission by Qwest concerning the interpretation or effect of the Existing Rules or an admission by Qwest that the Existing Rules should not be vacated, dismissed, stayed or modified. Nothing in this Agreement shall preclude or estop Qwest or CLEC from taking any position in any forum concerning the proper interpretation or effect of the Existing Rules or concerning whether the Existing Rules should be changed, dismissed, stayed or modified. To the extent that the Existing Rules are changed, vacated, dismissed, stayed, or modified, then this Agreement and all contracts adopting all or part of this Agreement shall be amended to reflect such modification or change of the Existing Rules. Where the Parties fail to agree upon such an amendment within sixty (60) days from the effective date of the modification or change of the Existing Rules, it shall be resolved in accordance with the Dispute Resolution provision of this Agreement. It is expressly understood that this Agreement will be corrected to reflect the outcome of generic proceedings by the Commission for pricing, service standards, or other matters covered by this Agreement. This Section shall be considered part of the rates, terms and conditions of each Interconnection, service and network element arrangement contained in this Agreement, and this Section shall be considered legitimately related to the purchase of each Interconnection, service and network element arrangement contained in this Agreement.

2.3 In cases of conflict between Qwest's ~~IRRG product descriptions, PCAT, methods and procedures, or a Technical Publication,~~ and this Agreement, ~~technical publications, or Product Notifications that pertain to offerings in this SGAT,~~ then, the rates, terms and conditions of this Agreement ~~SGAT~~ shall prevail over such ~~IRRG product descriptions, PCAT, methods and procedures, or a Technical Publication,~~ technical publications or Product Notifications. Qwest will submit such proposed clarifications to these documents under the co-provider change management process ("CICMP") described in Section 12 of the SGAT.

Section 3.0 - IMPLEMENTATION SCHEDULE CLEC INFORMATION

3.1 Except as otherwise required by law, Qwest will not provide or establish Interconnection, ~~unbundled network elements, Unbundled Network Elements,~~ ancillary services and/or resale of Telecommunications Services in accordance with the terms and conditions of this Agreement prior to CLEC's execution of this Agreement. ~~Thereupon, the Agreement.~~ The Parties shall complete Qwest's "CLEC Questionnaire," ~~and negotiate an Interconnection implementation schedule as it applies to CLEC's obtaining of Interconnection, unbundled network elements, Unbundled Network Elements,~~ ancillary services, and/or resale of Telecommunications Services hereunder.

3.2 Prior to placing any orders for services under this Agreement, the Parties will jointly complete Qwest's "CLEC Questionnaire." This questionnaire will then be used to:

Determine geographical requirements;

Identify CLEC Identification Codes;

Determine Qwest system requirements to support CLEC's specific activity;

Collect credit information;

Obtain billing information;

Create summary bills;

Establish input and output requirements;

Create and distribute Qwest and CLEC contact lists; and Identify CLEC hours and holidays.

3.3 ~~Intentionally Left Blank~~ ~~Prior to placing any orders for services under this Agreement, the Parties will finalize an Interconnection implementation schedule. Subject to the terms and conditions of this Agreement, each Party shall exercise reasonable efforts to adhere to the Interconnection implementation schedule.~~

3.4 ~~CLEC will provide an initial two year forecast prior to placing any orders for service under this Agreement. During the first year of the term of this Agreement, the forecast shall be updated and provided to Qwest on a quarterly basis. During the remaining term of this Agreement, CLEC will provide updated forecasts from time to time, as requested by Qwest. The information provided pursuant to this paragraph shall be considered Proprietary Information under the Nondisclosure Section of this Agreement. The initial forecast will minimally provide:~~

3.4.1 ~~The date service will be offered (by city and/or state);~~

3.4.2 ~~The type and quantity of service(s) which will be offered;~~

3.4.3 ~~CLEC's anticipated order volumes; and~~

~~3.4.4 GLEC's key contact personnel~~ Intentionally Left Blank

3.4 Intentionally Left Blank

Section 4.0 - DEFINITIONS

4.1 "Access Service Request" or "ASR" means the industry standard forms and supporting documentation used for ordering Access Services. The ASR will be used to order trunking and facilities between CLEC and Qwest for Local Interconnection Service.

4.2 "Access Services" refers to the interstate and intrastate switched access and private line transport services offered for the origination and/or termination of interexchange traffic.

4.3 "Act" means the Communications Act of 1934 (47 U.S.C. 151 et. seq.), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

4.4 "Application Date" or "APP" means the date CLEC provides Qwest a firm commitment and sufficient information to provide service.

4.5 "Automatic Number Identification" or "ANI" means a Feature Group D signaling parameter which refers to the number transmitted through a network identifying the billing number of the calling party.

4.6 "Basic Exchange Features" are optional end user switched services that include, but are not necessarily limited to: Automatic Call Back; Call Trace; Caller ID and Related Blocking Features; Distinctive Ringing/Call Waiting; Selective Call Forward; and Selective Call Rejection.

4.7 "Basic Exchange Telecommunications Service" means a service offered to end users which provides the end user with a telephonic connection to, and a unique local telephone number address on, the public switched telecommunications network, and which enables such end user to generally place calls to, or receive calls from, other stations on the public switched telecommunications network. Basic residence and business line services are Basic Exchange Telecommunications Services. As used solely in the context of this Agreement and unless otherwise agreed, Basic Exchange Telecommunications Service includes access to ancillary services such as 911, directory assistance and operator services.

4.8 "Bona Fide Request" or "BFR" means a request for a new Interconnection or unbundled element not already available in this Agreement for the provision of local Telecommunications Services.

4.9 "Busy Line Verify/Busy Line Interrupt" or "BLV/BLI Traffic" means a call to an operator service in which the caller inquires as to the busy status of or requests an interruption of a call on another end user's Basic Exchange Telecommunications Service line.

4.10 "Calling Party Number" or "CPN" is a Common Channel Signaling ("~~CCS~~") parameter, (CCS) parameter which refers to the number transmitted through a network identifying the calling party. Reference Qwest Technical Publication 77342.

4.11 "Central Office Switch" means a switch used to provide Telecommunications Services, including, but not limited to:

4.11.1 _____ "End Office Switches" which are used to terminate end user station loops, or equivalent, for the purpose of interconnecting to each other and to trunks; and

4.11.2 "Tandem Office Switches" which are used to connect and switch trunk circuits between and among other End Office Switches. CLEC switch(es) shall be considered Tandem Office Switch(es) to the extent such switch(es) actually serve(s) the same or comparable geographic area as Qwest's Tandem Office Switch or is used to connect and switch trunk circuits between and among other Central Office Switches. A fact-based consideration of geography and function should be used to classify any switch. Qwest Access tandems typically provide connections for exchange access and toll traffic, and Jointly Provided Switched Access traffic while local tandems provide connections for Exchange Service (EAS/Local) traffic. CLECs may also utilize a Qwest Access Tandem for the exchange of local traffic as set forth in this Agreement.

4.12 "Collocation" is an arrangement where Qwest provides space in Qwest Premises for the placement of CLEC's equipment to be used for the purpose of Interconnection or access to ~~Qwest unbundled network elements.~~ Unbundled Network Elements. Qwest offers eight (8) Collocation arrangements: Virtual Collocation, Caged Physical Collocation, Cageless Physical Collocation, Shared Caged Physical Collocation, Adjacent Collocation, Interconnection Distribution Frame Collocation, Common Area Splitter Collocation, and Remote Collocation.

4.12(a) "Collocation - Point of Interconnection" or "C-POI" is the point outside Qwest's Wire Center where the CLEC's fiber facility meets Qwest's Fiber Entrance Facility, except where CLEC uses an Express Fiber Entrance Facility. In either case, Qwest will extend or run the Fiber Entrance Facility to CLEC's Collocation Space.

4.13 "Commission" means the Arizona Corporation Commission.

4.14 "Common Channel Signaling" or "CCS" means a method of digitally transmitting call set-up and network control data over a special signaling network fully separate from the public voice switched network elements that carry the actual call.

4.15 "Competitive Local Exchange Carrier" or "CLEC" refers to a Party that has submitted a request, pursuant to Sections 1 and 3 of this Agreement, to obtain Interconnection, access to ~~unbundled network elements.~~ Unbundled Network Elements, ancillary services, or resale of Telecommunications Services pursuant to the terms of this Agreement. A CLEC is an entity authorized to provide Local Exchange Service that does not otherwise qualify as an Incumbent Local Exchange Carrier (~~"ILEC"~~). (ILEC).

4.16 "Designed, Verified and Assigned Date" or "DVA," means the date on which implementation groups are to report that all documents and materials have been received and are complete.

4.17 "Digital Signal Level 0" or "DS0" is the 64 Kbps standard speed for digitizing one voice conversation using pulse code modulation. There are 24 DS0 channels in a DS1.

4.18 "Digital Signal Level 1" or "DS1" means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing. There are 28 DS1s in a DS3.

4.19 "Digital Signal Level 3" or "DS3" means the 44.736 Mbps third-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.

4.20 "Enhanced Services" means any service offered over common carrier transmission facilities that employ computer processing applications that act on format, content, code, protocol or similar aspects of a subscribers transmitted information; that provide the subscriber with different or restructured information; or involve end-user interaction with stored information.

4.21 "Exchange Message Record" or "EMR" is the standard used for exchange of telecommunications message information between telecommunications providers for billable, non-billable, sample, settlement and study data. EMR format is contained in BR-010-200-010 CRIS Exchange Message Record, a ~~Belleore~~Telcordia document that defines industry standards for exchange message records.

4.22 "Exchange Service" or "Extended Area Service (EAS)/Local Traffic" means traffic that is originated and terminated within the local calling areas ~~as defined by Qwest's then current EAS/local serving areas, and as determined by the Commission.~~

4.23 "Facility Complete Date" or "FCD" means the date all pre-service tests are performed, including stress tests.

4.23 (a) "Finished Services" means complete end to end services offered by Qwest to wholesale or retail customers. Finished Services do not include Unbundled Network Elements or combinations of Unbundled Network Elements. Finished Services include voice messaging, Qwest provided DSL, Access Services, private lines, retail services and resold services.

4.24 ~~"Firm Order Confirmation Date"~~ "Firm Order Confirmation" or "FOC" means the notice Qwest provides to CLEC to confirm that the CLEC Local Service Order (LSR) has been received and has been successfully processed. The FOC confirms the schedule of dates committed to by Qwest for the provisioning of the service requested.

4.24(a) Individual Case Basis - (ICB) - Each UNE or resale product marked as ICB will be handled individually on a pricing and/or interval commitment basis. Where ICB appears, CLEC should contact their account team for pricing, ordering, provisioning or maintenance information.

4.25 "Integrated Digital Loop Carrier" means a subscriber ~~loop~~Loop carrier system, which integrates multiple voice channels within the switch on a DS1 level signal.

4.26 ~~"Interconnect & Resale Resource Guide" (IRRG) is a Qwest document that provides information needed to request services available under this Agreement. Qwest agrees that CLEC shall not be held to the requirements of the IRRG. The IRRG is available on Qwest's Web site:~~

~~http://www.uswest.com/carrier/guides/interconnect/index.html.~~ Intentionally Left Blank

4.27 "Interconnection" is as described in the Act and refers to the connection between networks for the purpose of transmission and routing of telephone Exchange Service traffic, Exchange Access and Jointly Provided Switched Access traffic.

4.28 "Interexchange Carrier" (IXC) means a carrier that provides InterLATA or IntraLATA Toll services.

4.29 "Internet Related Traffic" refers to dial-up access through an entity which may include computer processing, protocol conversions, information storage or routing with transmission to enable users to access internet content or data services.

4.30 "Exchange Access (IntraLATA Toll)" is defined in accordance with Qwest's current IntraLATA toll serving areas, as determined by Qwest's state and interstate Tariffs and excludes toll provided using Switched Access purchased by an IXC.

4.31 "Local Exchange Carrier" (LEC) means any carrier that is engaged in the provision of telephone Exchange Service or Exchange Access. Such term does not include a carrier insofar as such carrier is engaged in the provision of a commercial mobile service under Section 332(c) of the Act, except to the extent that the FCC finds that such service should be included in the definition of such term.

4.32 "Local Interconnection Service (LIS) Entrance Facility" is a DS1 or DS3 facility that extends from CLEC's switch location or Point of Interconnection (POI) to the Qwest Serving Wire Center. An Entrance Facility may not extend beyond the area served by the Qwest Serving Wire Center.

4.33 "Local Interconnection Service (LIS)" is the Qwest product name for its provision of Interconnection as described in Section 7 of this Agreement.

4.34 "Local Loop Transmission" or "Loop" or "Unbundled Loop" is defined as a transmission facility between a distribution frame (or its equivalent) in an incumbent LEC Central Office and the ~~loop~~central office and the Loop demarcation point at an end user's premises, including inside wire owned by the incumbent LEC. ~~The local loop~~premises. The Local Loop network element includes all features, functions, and capabilities of such transmission facility. Those features, functions, and capabilities include, but are not limited to, dark fiber, Dark Fiber, attached electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers (DSLAM)), and line conditioning. The ~~local loop~~Local Loop includes, but is not limited to, DS1, DS3, fiber, and other high capacity ~~loops~~Loops.

4.35 "Local Service Request" or "LSR" means the industry standard forms and supporting documentation used for ordering local services.

4.36 "Main Distribution Frame" or "MDF" means a Qwest distribution frame (e.g., COSMIC™ frame) used to connect Qwest cable pairs and line and trunk equipment terminals on a Qwest switching system.

4.37 "MECAB" refers to the Multiple Exchange Carrier Access Billing (MECAB) document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), that functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions. The MECAB document, published by Bellecore ~~(Telcordia)~~Telcordia as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an Access Service.

4.38 "MECOD" refers to the Multiple Exchange Carriers Ordering and Design (MECOD) Guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), that functions under the auspices of the Carrier Liaison Committee of the Alliance for

Telecommunications Industry Solutions. The MECOD document establishes recommended guidelines for processing orders for Access Service.

4.39 "Meet-Point Billing" or "MPB" or "Jointly Provided Switched Access" refers to an arrangement whereby two LECs (including a LEC and CLEC) jointly provide Switched Access Service ~~including phone-to-phone voice interexchange traffic that is transmitted over a carrier's packet-switched network using protocols such as TCP/IP~~ to an Interexchange Carrier, with each LEC (or CLEC) receiving an appropriate share of the revenues from the IXC as defined by their effective access Tariffs.

4.40 "Mid-Span Meet" is a Point of Interconnection between two networks, designated by two Telecommunications Carriers, at which one carrier's responsibility for service begins and the other carrier's responsibility ends.

4.40(a) "Miscellaneous Charges" mean charges that Qwest may assess in addition to recurring and non-recurring rates set forth in Exhibit A, for activities CLEC requests Qwest to perform, activities CLEC authorizes, or charges that are a result of CLEC's actions, such as cancellation charges. Miscellaneous Charges are not already included in Qwest's recurring or non-recurring rates. Miscellaneous Charges are listed in Exhibit A and include the following activities or charges: additional engineering, additional labor installation, additional labor other, testing and maintenance, maintenance of service, additional cooperative acceptance testing, nonscheduled cooperative testing, nonscheduled manual testing, additional dispatch, date change, design change, expedite charge and cancellation charge. These activities are described in Qwest's Access Services Tariff.

4.41 "North American Numbering Plan" or "NANP" means the numbering plan used in the United States that also serves Canada, Bermuda, Puerto Rico, Guam, the Commonwealth of the Marianna Islands and certain Caribbean Islands. The NANP format is a 10-digit number that consists of a 3-digit NPA code (commonly referred to as the area code) followed by a 3-digit NXX code and 4-digit line number.

4.42 "NXX" means the fourth, fifth and sixth digits of a ten-digit telephone number.

4.43 "Party" means either Qwest or CLEC and "Parties" means Qwest and CLEC.

4.44 "Plant Test Date" or "PTD" means the date acceptance testing is performed with CLEC.

4.45 "Point of Interface", "Point of Interconnection," or "POI" is a demarcation between the networks of two LECs (including a LEC and CLEC). The POI is that point where the exchange of traffic takes place.

4.46 "Port" means a line or trunk connection point on a ~~Central Office~~ central office switch but does not include switch features.

4.46(a) ~~—~~ "Premises" refers to Qwest's ~~Central Offices~~ central offices and Serving Wire Centers; all buildings or similar structures owned, leased, or otherwise controlled by Qwest that house its network facilities; all structures that house Qwest facilities on public rights-of-way, including but not limited to vaults containing ~~loop~~ loop concentrators or similar structures; and all land owned, leased, or otherwise controlled by Qwest that is adjacent to these ~~Central Offices, central offices~~, Wire Centers, buildings and structures.

4.46(b) "Product Catalog" or "PCAT" is a Qwest document that provides information needed to request services available under this Agreement. Qwest agrees that CLEC shall not be held to the requirements of the PCAT. The PCAT is available on Qwest's Web site:

<http://www.uswest.com/wholesale/pcat/>

4.47 "Proof of Authorization" ("POA")-(POA). POA shall consist of verification of the end user's selection and authorization adequate to document the end user's selection of its local service provider. Section 5.3 of this Agreement lists acceptable forms of documentation.

4.48 "Rate Center" means the specific geographic point (associated with one or more specific NPA-NXX codes and various Wire Centers), being used for billing and measuring Telecommunications Service. For example, a Rate Center will normally include several Wire Centers within its geographic area, with each Wire Center having one or more NPA-NXXs.

4.49 "Rate Center Area" is the geographic area within which ~~basic exchange services~~Basic Exchange Services are provided for NPA-NXX designations associated with a particular Rate Center.

4.49 (a) "Ready for Service" or "RFS" – A Collocation job is considered to be Ready for Service when Qwest has completed all operational work in accordance with CLEC Application and makes functional space available to CLEC. Such work includes but is not necessarily limited to: DC power (fuses available, Battery Distribution Fuse Board (BDFB) is powered, and cables between the CLEC and power are terminated), cage enclosures, primary AC outlet, cable racking, and circuit terminations (e.g., fiber jumpers are placed between the outside plant fiber distribution panel and the ~~Central Office~~central office fiber distribution panel serving CLEC) and APOT/CFA are complete, telephone service, and other services and facilities ordered by CLEC for provisioning by the RFS date.

4.50 "Records Issue Date" or "RID" means the date that all design and assignment information is sent to the necessary service implementation groups.

4.50(a) "Remote Premises" means all Qwest Premises as defined in 4.46(a), other than Qwest Wire Centers or adjacent to Qwest Wire Centers. Such Remote Premises include controlled environmental vaults, controlled environmental huts, cabinets, pedestals and other remote terminals.

4.51 "Reseller" is a category of ~~local exchange service~~Local Exchange Service provider that obtains dial tone and associated Telecommunications Services from another provider through the purchase of finished services for resale to its end users.

4.52 "Scheduled Issued Date" or "SID" means the date the order is entered into Qwest's order distribution system.

4.53 "Service Control Point" or "SCP" means a signaling end point that acts as a database to provide information to another signaling end point (i.e., Service Switching Point or another SCP) for processing or routing certain types of network calls. A query/response mechanism is typically used in communicating with an SCP.

4.54 "Serving Wire Center" denotes the Wire Center from which dial tone for ~~local exchange service~~Local Exchange Service would normally be provided to a particular customer premises.

4.55 "Service Date" or "SD" means the date service is made available to the end-user. This also is referred to as the "Due Date."

4.56 "Signaling Transfer Point" or "STP" means a signaling point that performs message routing functions and provides information for the routing of messages between signaling end points. An STP transmits, receives and processes Common Channel Signaling (~~"CCS"~~)(CCS) messages.

4.57 "Switched Access Service" means the offering of transmission and switching services to Interexchange Carriers for the purpose of the origination or termination of telephone toll service. Switched Access Services include: Feature Group A, Feature Group B, Feature Group D, ~~Phone-to-Phone IP Telephony~~, 8XX access, and 900 access and their successors or similar Switched Access services. Services. Switched Access traffic, as specifically defined in Qwest's interstate Switched Access Tariffs, is traffic that originates at one of the Party's end users and terminates at an IXC point of presence, or originates at an IXC point of presence and terminates at one of the Party's end users, whether or not the traffic transits the other Party's network.

4.58 "Tariff" as used throughout this Agreement refers to Qwest interstate Tariffs and state Tariffs, price lists, price schedules and catalogs.

4.59 "Telecommunications Carrier" means any provider of Telecommunications Services, except that such term does not include aggregators of Telecommunications Services (as defined in Section 226 of the Act). A Telecommunications Carrier shall be treated as a common carrier under the Act only to the extent that it is engaged in providing Telecommunications Services, except that the Federal Communications Commission shall determine whether the provision of fixed and mobile satellite service shall be treated as common carriage.

4.60 "Telecommunications Services" means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

4.61 "Unbundled Network Element Platform (UNE-P)" – is ~~a pre-existing combination of unbundled network elements~~, Unbundled Network Elements, including Unbundled Loop, Unbundled Local Switching and Shared Transport. There are several forms of UNE-P, including but not limited to single line residence, single line business, and PBX Trunks.

4.62 "UNE Combination" means a ~~pre-existing combination of legally binding and effective Section 251(c)(3) unbundled network elements that have been defined to meet the necessary and impair requirements of Section 251(d)(1)~~. UNE Combinations are provided to GLEC in its pre-existing combined state, on an "as is" combination of Unbundled Network Elements provided for in this Agreement, basis, and at Section 252(d)(1) rates. UNE Combinations include UNE-P and Private Line Combinations.

4.63 "Wire Center" denotes a building or space within a building that serves as an aggregation point on a given carrier's network, where transmission facilities are connected or switched. Wire Center can also denote a building where one or more ~~Central Offices~~, central offices, used for the provision of Basic Exchange Telecommunications Services and Access Services, are located.

4.64 "Wired and Office Tested Date" or "WOT" means the date by which all intraoffice wiring is completed, all plug-ins optioned and aligned, frame continuity established, and the interoffice facilities, if applicable, are tested. This includes the date that switching equipment, including translation loading, is installed and tested.

4.65 Terms not otherwise defined here but defined in the Act shall have the meaning defined there.

Section 5.0 - TERMS AND CONDITIONS

5.1 General Provisions

5.1.1 Each Party shall use its best efforts to comply with the Implementation Schedule provisions that will be mutually agreed upon by the Parties.

5.1.2 The Parties are each solely responsible for participation in and compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan.

5.1.3 Neither Party shall use any service related to or use any of the services provided in ~~this~~the Agreement in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other carriers or to either ~~Party's~~Party's end users. Each Party may discontinue ~~or refuse service if the other Party~~the specific service that violates this provision or refuse to provide the same service until the violation of this provision has been corrected to the reasonable satisfaction of that Party. Upon such violation, either Party shall provide the other Party notice of such violation at the earliest practicable time.

5.1.4 Each Party is solely responsible for the services it provides to its end users and to other Telecommunications Carriers.

5.1.5 The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.

5.1.6 Nothing in this Agreement shall prevent either Party from seeking to recover the costs and expenses, if any, it may incur in (a) complying with and implementing its obligations under this Agreement, the Act, and the rules, regulations and orders of the FCC and the Commission, and (b) the development, modification, technical installation and maintenance of any systems or other infrastructure which it requires to comply with and to continue complying with its responsibilities and obligations under this Agreement.

5.2 Term of Agreement

5.2.1 ~~When this document is used for purposes of negotiating an Interconnection Agreement, this~~This Agreement shall become effective upon Commission approval, pursuant to Sections 251 and the date set forth in Section 1 pursuant to Section 252 of the Act. This Agreement shall be binding upon the Parties ~~upon the Effective Date and~~ for a term of two years and shall terminate on _____.

5.2.2 Upon expiration of the term of this Agreement, this Agreement shall continue in force and effect until terminated by either Party on one hundred sixty (160) days written notice to the other Party. The date of this notice will be the starting point for the one hundred sixty-- (160) day negotiation window under Section 252 of the Act. If the Parties reach agreement, this Agreement will terminate on the date specified in the notice or on the date the agreement is approved by the Commission, whichever is later. If the Parties arbitrate, this Agreement will terminate when the new agreement is approved by the Commission.

~~5.2.2.1 Prior to the conclusion of the term specified above, CLEC may obtain interconnection services under the terms and conditions of a then-existing agreement to become effective at the conclusion of the term.~~ Intentionally Left Blank

5.3 Proof of Authorization

~~5.3.1 Where so indicated in specific sections of this Agreement, each Party shall be responsible for obtaining and having in its possession Proof of Authorization ("POA"). POA shall consist of documentation of the end user's selection of its local service provider. Such selection may be obtained in the following ways:~~

~~5.3.1.1 The end user's written Letter of Authorization.~~

~~5.3.1.2 The end user's electronic authorization by use of an 8XX number.~~

~~5.3.1.3 The end user's oral authorization verified by an independent third party (with third party verification as POA).~~ Each Party shall be responsible for obtaining and having in its possession Proof of Authorization ("POA ") as required by applicable federal and state law, as amended from time to time.

~~5.3.2 The Parties shall make POAs available to each other upon request in accordance with all applicable laws and rules. A charge of \$100.00 will be assessed if the POA cannot be provided supporting the change in service provider. If there is a conflict between the end user designation and the other Party's written rules and shall be subject to any penalties contained therein, evidence of its authority, the Parties shall honor the designation of the end user and change the end user back to the previous service provider.~~

5.4 Payment

5.4.1 Amounts payable under this Agreement are due and payable within thirty (30) calendar days after the date of invoice, or within twenty (20) days after receipt of the invoice, whichever is later. If the payment due date is not a business day, the payment shall be made the next business day.

5.4.2 Qwest may discontinue processing orders for the failure of CLEC to make full payment, less any disputed amount as provided for in Section 5.4.4 of this Agreement, for the services provided under this Agreement within thirty (30) days of the due date on CLEC's bill. Qwest will notify CLEC in writing at least ten (10) days prior to discontinuing the processing of orders. If Qwest does not refuse to accept additional orders on the date specified in the ten (10) days notice, and CLEC's non-compliance continues, nothing contained herein shall preclude Qwest's right to refuse to accept additional orders from the non-complying CLEC without further notice. For order processing to resume, CLEC will be required to make full payment of all past and current charges under this Agreement. Additionally, Qwest may require a deposit (or additional deposit) from CLEC, pursuant to this section. In addition to other remedies that may be available at law or equity, CLEC reserves the right to seek equitable relief, including injunctive relief and specific performance.

5.4.3 Qwest may disconnect any and all services for failure by CLEC to make full payment, less any disputed amount as provided for in Section 5.4.4 of this Agreement, for the services

provided under this Agreement within sixty (60) days of the due date on CLEC's bill. CLEC will pay the Tariff charge required to reconnect each resold end user line disconnected pursuant to this paragraph. Qwest will notify CLEC in writing at least ten (10) business days prior to disconnection of the service(s). In case of such disconnection, all applicable charges, including termination charges, shall become due. If Qwest does not disconnect CLEC's service(s) on the date specified in the ten (10) day notice, and CLEC's noncompliance continues, nothing contained herein shall preclude Qwest's right to disconnect any or all services of the non-complying CLEC without further notice. For reconnection of service to occur, CLEC will be required to make full payment of all past and current charges under this Agreement. Additionally, Qwest will request a deposit (or additional deposit) from CLEC, pursuant to this section. Qwest agrees, however, that the application of this provision will be suspended for the initial three (3) billing cycles of this Agreement and will not apply to amounts billed during those three (3) cycles. In addition to other remedies that may be available at law or equity, CLEC reserves the right to seek equitable relief, including injunctive relief and specific performance. cycles.

5.4.4 Should CLEC or Qwest dispute, in good faith, any portion of the monthly billing under this Agreement, the Parties will notify each other in writing within thirty (30) calendar days of the receipt of such billing, identifying the amount, reason and rationale of such dispute. At a minimum, CLEC and Qwest shall pay all undisputed amounts due. Both CLEC and Qwest agree to expedite the investigation of any disputed amounts in an effort to resolve and settle the dispute prior to initiating any other rights or remedies.

5.4.4.1 If a Party disputes charges and does not pay such charges by the payment due date, such charges will be subject to late payment charges. If the disputed charges have been withheld and the dispute is resolved in favor of the billing Party, the withholding Party shall pay the disputed amount and applicable late payment charges no later than the second billing period following the resolution. If the disputed charges have been withheld and the dispute is resolved in favor of the disputing Party, the billing Party shall credit the bill of the disputing Party for the amount of the disputed charges no later than the second Bill Date after the resolution of the dispute. If a Party pays the disputed charges and the dispute is resolved in favor of the billing Party, no further action is required.

5.4.4.2 If a Party pays the disputed charges and the dispute is resolved in favor of the disputing Party, the billing Party shall credit the disputing Party's bill for the disputed amount and any associated interest no later than the second bill payment due date after the resolution of the dispute. The interest calculated on the disputed amounts will be the same rate as late payment charges. In no event, however, shall any late payment charges be assessed on any previously assessed late payment charges.

5.4.5 Qwest will determine CLEC's credit status based on previous payment history with Qwest or credit reports such as Dun and Bradstreet. If CLEC has not established satisfactory credit with Qwest according to the above provisions or CLEC is repeatedly delinquent in making its payments, or CLEC is being reconnected after a disconnection of service or discontinuance of the processing of orders by Qwest due to a previous nonpayment situation, Qwest will require a deposit to be held as security for the payment of charges before the orders from CLEC will be provisioned and completed or before reconnection of service. "Repeatedly delinquent" means any payment received thirty (30) calendar days or more after the due date, three (3) or more times during a twelve (12) month period. The deposit may not exceed the estimated total monthly charges for a two (2) month period. The deposit may be a surety bond

if allowed by the applicable Commission rules, regulations or Tariffs, a letter of credit with terms and conditions acceptable to Qwest, or some other form of mutually acceptable security such as a cash deposit. Required deposits are due and payable within ten (10) calendar days after demand.

5.4.6 Interest will be paid on cash deposits at the rate applying to deposits under applicable Commission rules, regulations, or Tariffs. Cash deposits and accrued interest will be credited to CLEC's account or refunded, as appropriate, upon the earlier of the two year term or the establishment of satisfactory credit with Qwest, which will generally be one full year of timely payments in full by CLEC. The fact that a deposit has been made does not relieve CLEC from any requirements of this Agreement.

5.4.7 Qwest may review CLEC's credit standing and modify the amount of deposit required.

5.4.8 The late payment charge for amounts that are billed under this Agreement shall be in accordance with Commission requirements.

5.4.9 CLEC agrees to inform end-user in writing of pending disconnection by CLEC to allow end user to make other arrangements for Telecommunications Services.

5.5 Taxes

5.5.1 ~~Each Party purchasing services hereunder shall pay or otherwise be responsible for all~~Any federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to)resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under applicable law, even if the obligation to collect and remit such taxes is the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's placed upon the other Party. However, where the selling Party is permitted by law to collect such taxes, fees or surcharges from the purchasing Party, such taxes, fees or surcharges shall be borne by the Party purchasing the services. Each Party is responsible for any tax on its corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Until such time as a resale tax exemption certificate is provided, no exemptions will be applied. If either Party (the "Contesting Party") contests the application of any tax collected by the other Party (the "Collecting Party"), the collecting Party shall reasonably cooperate in good faith with the Contesting Party's challenge, provided that the Contesting Party pays any costs incurred by the Collecting Party. The Contesting Party is entitled to the benefit of any refund or recovery resulting from the contest, provided that the Contesting Party is liable for and has paid the tax contested.

5.6 Insurance

5.6.1 CLEC shall at all times during the term of this Agreement, at its own cost and expense, carry and maintain the insurance coverage listed below with insurers having a "Best's" rating of B+XIII.

5.6.1.1 Workers' Compensation with statutory limits as required in the state of operation and Employers' Liability insurance with limits of not less than \$100,000 each accident.

5.6.1.2 Commercial General Liability insurance covering claims for bodily injury, death, personal injury or property damage occurring or arising out of the use or occupancy of the premises, including coverage for independent contractor's protection (required if any work will be subcontracted), premises-operations, products and/or completed operations and contractual liability with respect to the liability assumed by CLEC hereunder. The limits of insurance shall not be less than \$1,000,000 each occurrence and \$2,000,000 general aggregate limit.

5.6.1.3 ComprehensiveBusiness automobile liability insurance covering the ownership, operation and maintenance of all owned, non-owned and hired motor vehicles with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage.

5.6.1.4 Umbrella/Excess Liability insurance in an amount of \$10,000,000 excess of Commercial General Liability insurance specified above. These limits may be obtained through any combination of primary and excess or umbrella liability insurance so long as the total limit is \$11,000,000.

5.6.1.5 "All Risk" Property coverage on a full replacement cost basis insuring all of CLEC personal property situated on or within the premises. CLEC may elect to purchase business interruption and contingent business interruption insurance. As provided in Section 5.8 of this Agreement, Qwest has no liability for loss of profit or revenues should an interruption of service occur.

5.6.2 CLEC shall provide certificate(s) of insurance evidencing coverage, and ~~annually thereafter within ten (10) calendar days of prior to the~~ renewal of any coverage maintained pursuant to this Section. Such certificates shall (1) name Qwest as an additional insured under commercial general liability coverage as respects Qwest's liability arising from CLEC's operations interests; for which CLEC has legally assumed responsibility herein; (2) provide Qwest thirty (30) calendar days prior written notice of cancellation of, material change or exclusions in the policy(s) to which certificate(s) relate; (3) indicate that, to the extent Qwest is an additional insured, coverage is primary and not excess of, or contributory with, any other valid and collectible insurance purchased by Qwest; and (4) provide acknowledge severability of interest/cross liability coverage for those policies under which Qwest is an additional insured.

5.7 Force Majeure

5.7.1 Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, ~~equipment failure,~~ power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (collectively, a "Force Majeure Event"). The Party affected by a Force Majeure Event shall give prompt notice to the other Party, shall be excused from performance

of its obligations hereunder on a day to day basis to the extent those obligations are prevented by the Force Majeure Event, and shall use reasonable efforts to remove or mitigate the Force Majeure Event. In the event of a labor dispute or strike the Parties agree to provide service to each other at a level equivalent to the level they provide themselves.

5.8 Limitation of Liability

5.8.1 ~~Except for losses~~Each Party's liability to the other Party for any loss relating to or arising out of any act or omission in its performance of services or functions provided under this Agreement, each Party shall be liable to the other for direct damages for any loss, defect or equipment failure including without limitation any penalty, reparation or liquidated damages under this Agreement, whether in contract, warranty, strict liability, or tort, including (without limitation) negligence of any kind, shall be limited to the total amount that is or would have been charged to assessed by the Commission or under a Commission-ordered agreement (including without limitation penalties or liquidated damages assessed as a result of cable cuts), resulting from the causing Party's conduct or the conduct of its agents or contractors. the other Party by such breaching Party for the service(s) or function(s) not performed or improperly performed. Each Party's liability to the other Party for any other losses shall be limited to the total amounts charged to CLEC under this Agreement during the contract year in which the cause accrues or arises. If the Parties enter into a Performance Assurance Plan under this Agreement, nothing in this Section 5.8.1 shall limit amounts due and owing under such Performance Assurance Plan.

5.8.2 Neither Party shall be liable to the other for indirect, incidental, consequential, or special damages, including (without limitation) damages for lost profits, lost revenues, lost savings suffered by the other Party regardless of the form of action, whether in contract, warranty, strict liability, tort, including (without limitation) negligence of any kind and regardless of whether the Parties know the possibility that such damages could result. For purposes of this Section 5.8.2, amounts due and owing under a Performance Assurance Plan entered into under this Agreement shall not be considered indirect, incidental, consequential, or special damages.

5.8.3 ~~Intentionally Left Blank Except for indemnity obligations, or as otherwise set forth in this Section, each Party's liability to the other Party for any loss relating to or arising out of any act or omission in its performance of services or functions provided under this Agreement, whether in contract or in tort, shall be limited to the total amount that is or would have been charged to the other Party by such breaching Party for the service(s) or function(s) not performed or improperly performed, including without limitation direct damages for loss of or damaged to CLEC's collocated equipment located within the Collocation space.~~

5.8.4. Nothing contained in this Section 5.8 shall limit either Party's liability to the other for willful or intentional misconduct.

5.8.5 Nothing contained in this Section 5.8 shall limit either Party's obligations of indemnification as specified in the Indemnity Section of this Agreement. Section 5.9 of this Agreement, nor shall this Section 5.8 limit a Party's liability for failing to make any payment due under this Agreement.

5.8.6 CLEC is liable for all fraud associated with service to its end-users and accounts. Qwest takes no responsibility, will not investigate, and will make no adjustments to CLEC's account in cases of fraud unless such fraud is the result of any intentional actor gross

negligence of Qwest. Notwithstanding the above, if Qwest becomes aware of potential fraud with respect to CLEC's accounts, Qwest will promptly inform CLEC and, at the direction and sole cost of CLEC, take reasonable action to mitigate the fraud where such action is possible.

5.9 Indemnity

~~5.9.1 With respect to third party claims, the Parties agree to indemnify each other as follows:~~

5.9.1 The Parties agree that the following constitute the sole indemnification obligations between and among the Parties:

~~5.9.1.1 Except for claims made by end users of one Party against the other Party, which claims are based on defective or faulty services provided by the other Party to the one Party, each of the Parties agrees to release, indemnify, defend and hold harmless the other Party and each of its officers, directors, employees and agents (each an "Indemnitee") from and against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or unknown, liquidated or unliquidated including, but not limited to, reasonable costs and expenses (including attorneys' fees), whether suffered, made, instituted, or asserted by any other Party or person, person or entity, for invasion of privacy, personal bodily injury or death of any person or persons, or for loss, damage to, or destruction of tangible property, whether or not owned by others, up to the total amount that is or would have been charged for services not performed or improperly performed, resulting from the indemnifying Party's performance, Indemnifying Party's breach of applicable law, or status of its employees, agents and subcontractors; or for failure to perform under this Agreement, regardless of the form of action, whether in 5.9.1.2 Where the third party claim is made by (or through) an end user of one Party against the other Party, which claim is based on defective or faulty services provided by the other Party to the one Party, then there shall be no obligation of indemnity unless the act or omission giving rise to the defective or faulty services is shown to be intentional and malicious misconduct of the other Party.~~
~~5.9.1.3 If the claim is made by (or through) an end user and where a claim is in the nature of a claim for invasion of privacy, libel, slander, or other claim based on the content of a transmission, and it is made against a Party who is not the immediate provider of the Telecommunications Service to the end user (the indemnified provider), then in the absence of fault or neglect on the part of the indemnified provider, the Party who is the immediate seller of such Telecommunications Service shall indemnify, defend and hold harmless the indemnified provider from such claim, contract, warranty, strict liability, or tort including (without limitation) negligence of any kind.~~

5.9.1.2 In the case of a loss alleged or incurred by an end user of either Party, the Party whose end user alleged or incurred such loss (Indemnifying Party) shall defend and indemnify the other Party (Indemnified Party) against any and all such claims or loss by its end users regardless of whether the underlying service was provided or unbundled element was provisioned by the Indemnified Party, unless the loss was caused by the willful misconduct of the (Indemnified) Party.

5.9.1.3 Intentionally Left Blank

5.9.1.4 For purposes of this Section, Section 5.9.1.2, where the Parties have agreed to provision line sharing using a POTS splitter: "claims made by end users or

~~customers of one Party against the other Party" refers to claims relating to the provision of DSL services made against the Party that provides voice services, or claims relating to the provision of voice service made against the Party that provides DSL services; and "immediate provider of the Telecommunications Service to the end user or customer" refers to the Party that provides DSL service~~ "end user" means the DSL provider's end user for claims relating to DSL services, and to the Party that provides voice service provider's end user for claims relating to voice services. For purposes of this Section, "customer" refers to the immediate purchaser of the telecommunications service, whether or not that customer is the ultimate end user of that service.

5.9.2 The indemnification provided herein shall be conditioned upon:

5.9.2.1 ~~The indemnified~~ Indemnified Party shall promptly notify the ~~indemnifying~~ Indemnifying Party of any action taken against the ~~indemnified~~ Indemnified Party relating to the indemnification. Failure to so notify the ~~indemnifying~~ Indemnifying Party shall not relieve the ~~indemnifying~~ Indemnifying Party of any liability that the ~~indemnifying~~ Indemnifying Party might have, except to the extent that such failure prejudices the ~~indemnifying~~ Indemnifying Party's ability to defend such claim.

5.9.2.2 ~~If the indemnifying Party wishes to defend against such action, it shall give written notice to the indemnified Party of acceptance of the defense of such action. In such event, the Indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the indemnified~~ Indemnified Party may engage separate legal counsel only at its sole cost and expense. In the event that the Indemnifying Party does not accept the defense of the action, the Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate with the other Party in the defense of any such action and the relevant records of each Party shall be available to the other Party with respect to any such defense.

5.9.2.3 In no event shall the ~~indemnifying~~ Indemnifying Party settle or consent to any judgment pertaining to any such action without the prior written consent of the ~~indemnified~~ Indemnified Party. In the event the Indemnified Party withholds consent, the Indemnified Party may, at its cost, take over such defense, provided that, in such event, the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the relevant Indemnified Party against, any cost or liability in excess of such refused compromise or settlement.

5.10 Intellectual Property

5.10.1 Each Party hereby grants to the other Party the limited, personal and nonexclusive right and license to use its patents, copyrights and trade secrets but only to the extent necessary to implement this Agreement or specifically required by the then-applicable federal and state rules and regulations relating to Interconnection and access to telecommunications facilities and services, and for no other purposes. Nothing in this Agreement shall be construed as the grant to the other Party of any rights or licenses to trademarks.

5.10.2 The rights and licenses above are granted "AS IS, WITH ALL FAULTS", and the other Party's exercise of any such right and license shall be at the sole and exclusive risk of the

other Party. Neither Party shall have any obligation to defend, indemnify or hold harmless the other based on or arising from any claim, demand, or proceeding (hereinafter "claim") by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision of any facilities by either Party under this Agreement constitutes infringement, or misuse or misappropriation of any patent, copyright, trade secret, or any other proprietary or intellectual property right of any third party.

5.10.3 To the extent required under applicable federal and state rules law, ~~the Party providing access~~ Qwest shall use its best efforts to obtain, from its vendors who have licensed intellectual property rights to such ~~Party~~ Qwest in connection with facilities and services provided hereunder, licenses under such intellectual property rights as necessary for the ~~other Party~~ CLEC to use such facilities and services as contemplated hereunder.

5.10.4 Except as expressly provided in this Intellectual Property Section, nothing in this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, logo, trademark, trade name, trade secret or any other intellectual property right now or hereafter owned, controlled or licensable by either Party. Neither Party may use any patent, copyright, logo, trademark, trade name, trade secret or other intellectual property rights of the other Party or its affiliates without execution of a separate agreement between the Parties.

5.10.5 Neither Party shall without the express written permission of the other Party, state or imply that: 1) it is connected, or in any way affiliated with the other or its affiliates; 2) it is part of a joint business association or any similar arrangement with the other or its affiliates; 3) the other Party and its affiliates are in any way sponsoring, endorsing or certifying it and its goods and services; or 4) with respect to its marketing, advertising or promotional activities or materials, the resold goods and services are in any way associated with or originated from the other or any of its affiliates. Nothing in this paragraph shall prevent either Party from truthfully describing the network elements it uses to provide service to its end users, provided it does not represent the network elements as originating from the other Party or its affiliates in any marketing, advertising or promotional activities or materials.

5.10.6 For purposes of resale only and notwithstanding the above, unless otherwise prohibited by Qwest pursuant to an applicable provision herein, CLEC may use the phrase "CLEC is a Reseller of Qwest's services" (the "Authorized Phrase") in CLEC's printed materials provided:

5.10.6.1 The Authorized Phrase is not used in connection with any goods or services other than Qwest services resold by CLEC.

5.10.6.2 CLEC's use of the Authorized Phrase does not cause end users to believe that CLEC is Qwest.

5.10.6.3 The Authorized Phrase, when displayed, appears only in text form (CLEC may not use the Qwest logo) with all letters being the same font and point size. The point size of the Authorized Phrase shall be no greater than one fourth the point size of the smallest use of CLEC's name and in no event shall exceed 8 point size.

5.10.6.4 CLEC shall provide all printed materials using the Authorized Phrase to Qwest for its prior written approval.

5.10.6.5 If Qwest determines that CLEC's use of the Authorized Phrase causes end user confusion, Qwest may immediately terminate CLEC's right to use the Authorized Phrase.

5.10.6.6 Upon termination of CLEC's right to use the Authorized Phrase or termination of this Agreement, all permission or right to use the Authorized Phrase shall immediately cease to exist and CLEC shall immediately cease any and all such use of the Authorized Phrase. CLEC shall either promptly return to Qwest or destroy all materials in its possession or control displaying the Authorized Phrase.

5.10.7 CLEC acknowledges the value of the mark "Qwest" Qwest and the goodwill associated therewith and acknowledges that such goodwill is a property right belonging to Qwest Communications International Inc. Qwest (the "Owner"). CLEC recognizes that nothing contained in this Agreement is intended as an assignment or grant to CLEC of any right, title or interest in or to the Mark and that this Agreement does not confer any right or license to grant sublicenses or permission to third parties to use the Mark and is not assignable. CLEC will do nothing inconsistent with the Owner's ownership of the Mark, and all rights, if any, that may be acquired by use of the Mark shall inure to the benefit of the Owner. CLEC will not adopt, use (other than as authorized herein), register or seek to register any mark anywhere in the world which is identical or confusingly similar to the Mark or which is so similar thereto as to constitute a deceptive colorable imitation thereof or to suggest or imply some association, sponsorship, or endorsement by the Owner. The Owner makes no warranties regarding ownership of any rights in or the validity of the Mark.

5.10.8 For all intellectual property licensed by third parties to Qwest associated with the Unbundled Network Elements provided by Qwest under this Agreement, at any time during the term of the Agreement, Qwest shall promptly disclose to CLEC in writing upon the reasonable request of CLEC accompanied by a demonstrated need on the part of CLEC to obtain such information (i) the name of the party owning, controlling or licensing such intellectual property, (ii) the facilities or equipment associated with such intellectual property, (iii) the nature of the intellectual property, and (iv) the relevant agreements or licenses governing Qwest's use of the intellectual property unless Qwest is prohibited by the terms of the agreement from disclosing the existence of the agreement. Within a reasonable period of time of a request by CLEC, Qwest shall provide copies of any relevant agreements or licenses governing Qwest's use of the intellectual property to CLEC. To the extent Qwest is prohibited by confidentiality or other provisions of an agreement or license from disclosing to CLEC any relevant agreement or license, Qwest shall immediately (i) disclose so much of it as is not prohibited, and (ii) exercise best efforts to cause the vendor, licensor or other beneficiary of the confidentiality provisions to agree to disclosure of the remaining portions under terms and conditions equivalent to those governing access by and disclosure to Qwest.

5.11 Warranties

5.11.1 ~~NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THAT ALL PRODUCTS AND SERVICES PROVIDED HEREUNDER ARE PROVIDED "AS IS," WITH ALL FAULTS. Except as expressly set forth in this agreement, the parties agree that neither party has made, and that there does not exist, any warranty, express or implied,~~

including but not limited to warranties of merchantability and fitness for a particular purpose and that all products and services provided hereunder are provided "as is," with all faults.

5.12 Assignment

5.12.1 Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may assign or transfer this Agreement to a corporate affiliate or an entity under its common control; however, if CLEC's assignee or transferee has an Interconnection agreement with Qwest, no assignment or transfer of this Agreement shall be effective without the prior written consent of Qwest. Such consent shall include appropriate resolutions of conflicts and discrepancies between the assignee's or transferee's Interconnection agreement and this Agreement. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

5.12.2 Without limiting the generality of the foregoing subsection, any merger, dissolution, consolidation or other reorganization of CLEC, or any sale, transfer, pledge or other disposition by CLEC of securities representing more than fifty percent (50%) of the securities entitled to vote in an election of CLEC's board of directors or other similar governing body, or any sale, transfer, pledge or other disposition by CLEC of substantially all of its assets, shall be deemed a transfer of control. If any entity, other than CLEC, involved in such merger, dissolution, consolidation, reorganization, sale, transfer, pledge or other disposition of CLEC has an Interconnection agreement with Qwest, the Parties agree that only one agreement, either this Agreement or the Interconnection agreement of the other entity, will remain valid. All other Interconnection agreements will be terminated. The Parties agree to work together to determine which Interconnection agreement should remain valid and which should terminate. In the event the Parties cannot reach agreement on this issue, the issue shall be resolved through the Dispute Resolution process contained in this Agreement.

5.12.3 Nothing in this section is intended to restrict CLEC's rights to opt into Interconnection Agreements under § 252(i) of the Act.

5.13 Default

5.13.1 If either Party defaults in the payment of any amount due hereunder, or if either Party violates any other material provision of this Agreement, and such default or violation shall continue for thirty (30) calendar days after written notice thereof, the other Party may seek relief in accordance with the Dispute Resolution provision of this Agreement. The failure of either Party to enforce any of the provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall, nevertheless, be and remain in full force and effect.

5.14 Disclaimer of Agency

5.14.1 Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any

obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

5.15 Severability

5.15.1 In the event that any one or more of the provisions contained herein shall for any reason be held to be unenforceable or invalid in any respect under law or regulation, the Parties will negotiate in good faith for replacement language as set forth herein. If any part of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will affect only the portion of this Agreement which is invalid or unenforceable. In all other respects, this Agreement will stand as if such invalid or unenforceable provision had not been a part hereof, and the remainder of this Agreement shall remain in full force and effect.

5.16 Nondisclosure

5.16.1 All information, including but not limited to specifications, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data, (i) furnished by one Party to the other Party dealing with end user specific, facility specific, or usage specific information, other than end user information communicated for the purpose of providing directory assistance or publication of directory database, or (ii) in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary", or (iii) communicated and declared to the receiving Party at the time of delivery, or by written notice given to the receiving Party within ten (10) calendar days after delivery, to be "Confidential" or "Proprietary" (collectively referred to as "Proprietary Information"), shall remain the property of the disclosing Party. A Party who receives Proprietary Information via an oral communication may request written confirmation that the material is Proprietary Information. A Party who delivers Proprietary Information via an oral communication may request written confirmation that the Party receiving the information understands that the material is Proprietary Information.

5.16.2 Upon request by the disclosing Party, the receiving Party shall return all tangible copies of Proprietary Information, whether written, graphic or otherwise, except that the receiving Party may retain one copy for archival purposes.

5.16.3 Each Party shall keep all of the other Party's Proprietary Information confidential and shall use the other Party's Proprietary Information only in connection with this Agreement. Neither Party shall use the other Party's Proprietary Information for any other purpose except upon such terms and conditions as may be agreed upon between the Parties in writing.

5.16.4 Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Proprietary Information as:

- a) was at the time of receipt already known to the receiving Party free of any obligation to keep it confidential evidenced by written records prepared prior to delivery by the disclosing Party; or

- b) is or becomes publicly known through no wrongful act of the receiving Party; or
- c) is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation to the disclosing Party with respect to such information; or
- d) is independently developed by an employee, agent, or contractor of the receiving Party which individual is not involved in any manner with the provision of services pursuant to the Agreement and does not have any direct or indirect access to the Proprietary Information; or
- e) is disclosed to a third person by the disclosing Party without similar restrictions on such third person's rights; or
- f) is approved for release by written authorization of the disclosing Party; or
- g) is required to be made public by the receiving Party pursuant to applicable law or regulation provided that the receiving Party shall give sufficient notice of the requirement to the disclosing Party to enable the disclosing Party to seek protective orders.

5.16.5 Nothing herein is intended to prohibit a Party from supplying factual information about its network and Telecommunications Services on or connected to its network to regulatory agencies including the Federal Communications Commission and the Commission so long as any confidential obligation is protected. In addition, in Section 5.18.2, either Party shall have the right to disclose Proprietary Information to any mediator, arbitrator, state or federal regulatory body, the Department of Justice or any court in the conduct of any proceeding arising under or relating in any way to this Agreement or the conduct of either Party in connection with this Agreement, including without limitation the approval of this Agreement, or in any proceedings concerning the provision of interLATA services by Qwest that are or may be required by the Act. The Parties agree to cooperate with each other in order to seek appropriate protection or treatment of such Proprietary Information pursuant to an appropriate protective order in any such proceeding.

5.16.6 Effective Date of this Section. Notwithstanding any other provision of this Agreement, the Proprietary Information provisions of this Agreement shall apply to all information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the Effective Date.

5.16.7 Each Party agrees that the disclosing Party could be irreparably injured by a breach of the confidentiality obligations of this Agreement by the receiving Party or its representatives and that the disclosing Party shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of the confidentiality provisions of this Agreement. Such remedies shall not be deemed to be the exclusive remedies for a breach of the confidentiality provisions of this Agreement, but shall be in addition to all other remedies available at law or in equity.

5.16.8 Nothing herein should be construed as limiting either Party's rights with respect to its own Proprietary Information or its obligations with respect to the other Party's Proprietary Information under Section 222 of the Act.

5.17 Survival

5.17.1 Any liabilities or obligations of a Party for acts or omissions prior to the ~~completion of the two year term, termination or expiration of this Agreement,~~ and any obligation of a Party under the provisions regarding indemnification, Confidential or Proprietary Information, limitations of liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or to be performed after) termination of this Agreement, shall survive cancellation or termination hereof.

5.18 Dispute Resolution

5.18.1 If any claim, controversy or dispute between the Parties, their agents, employees, officers, directors or affiliated agents should arise, and the Parties do not resolve it in the ordinary course of their dealings (the "Dispute"), then it shall be resolved in accordance with the dispute resolution process set forth in this Section. Each notice of default, unless cured within the applicable cure period, shall be resolved in accordance herewith.

5.18.2 At the written request of either Party, and prior to any other formal dispute resolution proceedings, each Party shall designate a vice-presidential level employee to review, meet, and negotiate, in good faith, to resolve the Dispute. The Parties intend that these negotiations be conducted by non-lawyer, business representatives, and the locations, format, frequency, duration, and conclusions of these discussions shall be at the discretion of the representatives. By mutual agreement, the representatives may use other procedures, such as mediation, to assist in these negotiations. The discussions and correspondence among the representatives for the purposes of these negotiations shall be treated as Confidential Information developed for purposes of settlement, and shall be exempt from discovery and production, and shall not be admissible in any subsequent arbitration or other proceedings without the concurrence of both of the Parties.

5.18.3 If the vice-presidential level representatives have not reached a resolution of the Dispute within thirty (30) calendar days after the matter is referred to them, then either Party may demand that the Dispute be settled by arbitration. Such an arbitration proceeding shall be conducted by a single arbitrator, knowledgeable about the telecommunications industry unless the Dispute involves amounts exceeding one million dollars (\$1,000,000) in which case the proceeding shall be conducted by a panel of three arbitrators, knowledgeable about the telecommunications industry. The arbitration proceedings shall be conducted under the then-current rules of the American Arbitration Association ("AAA"). Alternatively, by agreement of the Parties the arbitration may be conducted pursuant to J.A.M.S./Endispute procedural rules. The Federal Arbitration Act, 9 U.S.C. Sections 1-16, not state law, shall govern the arbitrability of the Dispute. All expedited procedures prescribed by the AAA rules shall apply. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Each Party shall bear its own costs and attorneys' fees, and shall share equally in the fees and expenses of the arbitrator. The arbitration proceedings shall occur in the Phoenix, Arizona metropolitan area or in another mutually agreeable location. It is acknowledged that the Parties, by mutual, written agreement, may change any of these arbitration practices for a particular, some, or all Dispute(s).

5.18.4 Should it become necessary to resort to court proceedings to enforce a Party's compliance with the dispute resolution process set forth herein, and the court directs or otherwise requires compliance herewith, then all of the costs and expenses, including its

reasonable attorney fees, incurred by the Party requesting such enforcement shall be reimbursed by the non-complying Party to the requesting Party.

5.18.5 No Dispute, regardless of the form of action, arising out of this Agreement, may be brought by either Party more than two (2) years after the cause of action accrues.

5.18.6 Nothing in this Section is intended to divest or limit the jurisdiction and authority of the Commission or the FCC as provided by state and federal law.

5.19 Controlling Law

5.19.1 This Agreement is offered by Qwest and accepted by CLEC in accordance with ~~the terms of the Act~~ applicable federal law and the State law of Arizona. It shall be interpreted solely in accordance with applicable federal law ~~the terms of the Act~~ and the State law of Arizona.

5.20 Responsibility for Environmental Contamination

5.20.1 Neither Party shall be liable to the other for any costs whatsoever resulting from the presence or release of any environmental hazard that either Party did not introduce to the affected work location. Both Parties shall defend and hold harmless the other, its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from (i) any environmental hazard that the indemnifying Party, its contractors or agents introduce to the work locations or (ii) the presence or release of any environmental hazard for which the indemnifying Party is responsible under applicable law.

5.20.2 In the event any suspect materials within Qwest-owned, operated or leased facilities are identified to be asbestos containing, CLEC will ensure that to the extent any activities which it undertakes in the facility disturb such suspect materials, such CLEC activities will be in accordance with applicable local, state and federal environmental and health and safety statutes and regulations. Except for abatement activities undertaken by CLEC or equipment placement activities that result in the generation of asbestos-containing material, CLEC does not have any responsibility for managing, nor is it the owner of, nor does it have any liability for, or in connection with, any asbestos-containing material. Qwest agrees to immediately notify CLEC if Qwest undertakes any asbestos control or asbestos abatement activities that potentially could affect CLEC personnel, equipment or operations, including, but not limited to, contamination of equipment.

5.21 Notices

5.21.1 —Any notices required by or concerning this Agreement shall be in writing and shall be sufficiently given if delivered personally, delivered by prepaid overnight express service, or sent by certified mail, return receipt requested, to Qwest and CLEC at the addresses shown below:

Qwest Corporation Director Interconnection Compliance

1801 California, Room 2410

Denver, CO 80202

With copy to: Qwest Attention:

Corporate Counsel, Interconnection

1801 California Street, 51st Floor

49th Floor Denver, CO 80202

and to CLEC at the address shown below:

Name:

If personal delivery is selected to give notice, a receipt acknowledging such delivery must be obtained. Each Party shall inform the other of any change in the above contact person and/or address using the method of notice called for in this Section 5.21.

5.22 Responsibility of Each Party

5.22.1 Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of all employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Each Party will be solely responsible for proper handling, storage, transport and disposal at its own expense of all (i) substances or materials that it or its contractors or agents bring to, create or assume control over at work locations, and (ii) waste resulting therefrom or otherwise generated in connection with its or its contractors' or agents' activities at the work locations. Subject to the limitations on liability and except as otherwise provided in this Agreement, each Party shall be responsible for (i) its own acts and performance of all obligations imposed by applicable law in connection with its activities, legal status and property, real or personal, and (ii) the acts of its own affiliates, employees, agents and contractors during the performance of that Party's obligations hereunder.

5.23 No Third Party Beneficiaries

5.23.1 ~~Unless specifically set forth herein, this Agreement does not provide and shall not be construed to provide third parties~~The provisions of this Agreement are for the benefit of the Parties and not for any other Person. This Agreement will not provide any Person not a Party to this Agreement with any remedy, claim, liability, reimbursement, cause of action, or other privilege right in excess of those existing by reference in this Agreement.

5.24 Referenced Documents

5.24.1 All references to Sections shall be deemed to be references to Sections of this Agreement unless the context shall otherwise require. Whenever any provision of this Agreement refers to a technical reference, technical publication, Qwest practice, any publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated into this Agreement, it will be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successors) of such document that is in effect, and will include the most recent version or edition (including any amendments, supplements, addenda, or successors) of each document incorporated by reference in such a technical reference, technical publication, Qwest practice, or publication of industry standards. The existing configuration of either Party's network may not be in immediate compliance with the latest release of applicable referenced documents.

5.25 Publicity

5.25.1 Neither Party shall publish or use any publicity materials with respect to the execution and delivery or existence of this Agreement without the prior written approval of the other Party. Nothing in this section shall limit a Party's ability to issue public statements with respect to regulatory or judicial proceedings that it might initiate to enforce this Agreement.

5.26 Executed in Counterparts

5.26.1 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original; but such counterparts shall together constitute one and the same instrument.

5.27 Compliance

5.27.1 Each Party shall comply with all applicable federal, state, and local laws, rules and regulations applicable to its performance under this Agreement. Without limiting the foregoing, Qwest and CLEC agree to keep and maintain in full force and effect all permits, licenses, certificates, and other authorities needed to perform their respective obligations hereunder.

5.28 Compliance with the Communications Assistance Law Enforcement Act of 1994

5.28.1 Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with the Communications Assistance Law Enforcement Act of 1994 ("CALEA"). Each Party shall indemnify and hold the other Party harmless from any and all penalties imposed upon the other Party for such noncompliance and shall at the non-compliant Party's sole cost and expense, modify or replace any equipment, facilities or services provided to the other Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA.

5.29 Cooperation

5.29.1 The Parties agree that this Agreement involves the provision of Qwest services in ways such services were not previously available and the introduction of new processes and procedures to provide and bill such services. Accordingly, the Parties agree to work jointly and

cooperatively in testing and implementing processes for pre-ordering, ordering, maintenance, provisioning and billing and in reasonably resolving issues which result from such implementation on a timely basis. Electronic processes and procedures are addressed in the Support Functions Section of this Agreement.

5.30 Amendments Reserved for Future Use

5.30.1 ~~Reserved for Future Use~~ When this document is being used as an Interconnection agreement, it can only be amended in writing, executed by the duly authorized representatives of the Parties.

5.31 Entire Agreement

5.31.1 This Agreement, including all Exhibits and subordinate documents attached to it or referenced within, all of which are hereby incorporated herein, constitutes the entire agreement between Qwest and CLEC and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.

5.32 Reserved for Future Use Pick and Choose

5.32.1 ~~If this document is being used to negotiate an Interconnection Agreement, the Parties agree to comply with Section 252(i) of the Act, and rules promulgated thereunder.~~

Section 11.0 - NETWORK SECURITY

11.1 Protection of Service and Property. Each Party shall exercise the same degree of care to prevent harm or damage to the other Party and any third parties, its employees, agents or end users, or their property as it employs to protect its own personnel, end users and property, etc.

11.2 Each Party is responsible to provide security and privacy of communications. This entails protecting the confidential nature of telecommunications transmissions between end users during technician work operations and at all times. Specifically, no employee, agent or representative shall monitor any circuits except as required to repair or provide service of any end user at any time. Nor shall an employee, agent or representative disclose the nature of overheard conversations, or who participated in such communications or even that such communication has taken place. Violation of such security may entail state and federal criminal penalties, as well as civil penalties. CLEC is responsible for covering its employees on such security requirements and penalties.

11.3 The ~~Qwest Parties'~~ telecommunications network ~~is~~ networks ~~is~~ are part of the national security network, and as such, ~~is~~ are protected by federal law. Deliberate sabotage or disablement of any portion of the underlying equipment used to provide the network is a violation of federal statutes with severe penalties, especially in times of national emergency or state of war. ~~CLEC is~~ The Parties are responsible for covering ~~its~~ their employees on such security requirements and penalties.

11.4 Qwest and CLEC share responsibility for security and network protection for each Collocation arrangement. Each Party's employees, agents or representatives must secure its own portable test equipment, spares, etc. and shall not use the test equipment or spares of other parties. Use of such test equipment or spares without written permission constitutes theft and may be prosecuted. Exceptions are the use of Qwest ladders in the Wire Center, either rolling or track, which CLEC may use in the course of work operations. Qwest assumes no liability to CLEC, its agents, employees or representatives, if CLEC uses a Qwest ladder available in the Wire Center.

11.5 Each Party is responsible for the physical security of its employees, agents or representatives. Providing safety glasses, gloves, etc. must be done by the respective employing Party. Hazards handling and safety procedures relative to the telecommunications environment is the training responsibility of the employing Party. Proper use of tools, ladders, and test gear is the training responsibility of the employing Party.

11.6 In the event that one Party's employees, agents or representatives inadvertently damage or impair the equipment of the other Party, prompt notification will be given to the damaged Party by verbal notification between the Parties' technicians at the site or by telephone to each Party's 24 x 7 security numbers.

11.7 Each Party shall comply at all times with Qwest security and safety procedures and requirements.

11.8 Qwest will allow CLEC to inspect or observe spaces which house or contain CLEC equipment or equipment enclosures at any time and to furnish CLEC with all keys, entry codes,

lock combinations, or other materials or information which may be needed to gain entry into any secured CLEC space, in a manner consistent with that used by Qwest.

11.9 Qwest will limit the keys used in its keying systems for enclosed collocated spaces which contain or house CLEC equipment or equipment enclosures to its employees and representatives to emergency access only. CLEC shall further have the right to change locks where deemed necessary for the protection and security of such spaces.

11.10 Keys may entail either metallic keys or combination electronic ID/key cards. It is solely the responsibility of CLEC to ensure keys are not shared with unauthorized personnel and recover keys and electronic ID/keys promptly from discharged personnel, such that office security is always maintained. Qwest has similar responsibility for its employees.

11.11 CLEC will train its employees, agents and vendors on Qwest security policies and guidelines.

11.12 When working on Qwest ICDF Frames or in Qwest equipment line-ups, CLEC employees, agents and vendors agree to adhere to Qwest quality and performance standards provided by Qwest and as specified in this Agreement.

11.13 CLEC shall report all material losses to Qwest Security. All security incidents are to be referred directly to local Qwest Security – ~~1-888-Qwest-SECURE~~ 1-888-U S WEST-SECURE. In cases of emergency, CLEC shall call 911 and ~~1-888-Qwest-SECURE~~ 1-888-U S WEST-SECURE.

11.14 CLEC employees, agents and vendors will display the identification/access card above the waist and visible at all times.

11.15 CLEC employees will ensure adherence by its employees, agents and vendors to all Qwest environmental health and safety regulations. This includes all fire/life safety matters, OSHA, EPA, Federal, State and local regulations, including evacuation plans and indoor air quality.

11.16 CLEC employees, agents and vendors will secure and lock all doors and gates.

11.17 CLEC will report to Qwest all property and equipment losses immediately, any lost cards or keys, vandalism, unsecured conditions, security violations, anyone who is unauthorized to be in the work area or is not wearing the Qwest identification/access card.

11.18 CLEC's employees, agents and vendors will comply with Qwest Central Office fire and safety regulations, which include but are not limited to, wearing safety glasses in designated areas, keeping doors and aisles free and clean of trip hazards such as wire, checking ladders before moving, not leaving test equipment or tools on rolling ladders, not blocking doors open, providing safety straps and cones in installation areas, using electrostatic discharge protection, and exercising good housekeeping.

11.19 Smoking is not allowed in Qwest buildings, Wire Centers, and all other Qwest facilities. No open flames shall be permitted anywhere within the buildings. Failure to abide by this restriction will result in immediate denial of access for that individual and will constitute a violation of the access rules, subjecting CLEC to denial of unescorted access.

11.20 No flammable or explosive fluids or materials are to be kept or used anywhere within the Qwest buildings or on the grounds.

11.21 No weapons of any type are allowed on Qwest ~~Premises~~-premises. Vehicles on Qwest property are subject to this restriction as well.

11.22 CLEC's employees, agents or vendors may not make any modifications, alterations, additions or repairs to any space within the building or on the grounds.

11.23 Qwest employees may request CLEC's employee, agent or vendor to stop any work activity that in their reasonable judgment is a jeopardy to personal safety or poses a potential for damage to the building, equipment of services within the facility.

11.24 Qwest is not liable for any damage, theft or personal injury resulting from CLEC's employees, agents or vendors parking in a Qwest parking area.

11.25 CLEC's employees, agents or vendors outside the designated CLEC access area or without proper identification will be asked to vacate the ~~Premises~~ and Qwest Security will be notified. Continued violations may result in termination of access privileges.

11.26 Building related problems may be referred to the Qwest Work Environment Centers:

800-879-3499 (CO, WY, AZ, NM)
800-201-7033 (all other Qwest states)

11.27 CLEC will submit a Qwest Collocation Access Application form for individuals needing to access Qwest facilities. CLEC and Qwest will meet to review applications and security requirements.

11.28 CLEC employees, agents and vendors will utilize only corridors, stairways and elevators that provide direct access to CLEC's space or the nearest restroom facility. Such access will be covered in orientation meetings. Access shall not be permitted to any other portions of the building.

11.29 CLEC will collect identification/access cards for any employees, agents or vendors no longer working on behalf of CLEC and forward them to Qwest Security. If cards or keys cannot be collected, CLEC will immediately notify Qwest at 800-210-8169.

11.30 CLEC will assist Qwest in validation and verification of identification of its employees, agents and vendors by providing a telephone contact available 7 days a week, 24 hours a day.

11.31 CLEC employees, agents and vendors will notify Qwest Service Assurance (800-713-3666) when gaining access into a Central Office after hours. Normal business hours are 7:00 a.m. to 5:00 p.m.

11.32 CLEC will notify Qwest if CLEC has information that its employee, agent or vendor poses a safety and/or security risk. Qwest may deny access to anyone who in the reasonable judgment of Qwest threatens the safety or security of facilities or personnel.

11.33 CLEC will supply to Qwest Security, and keep up to date, a list of its employees, agents and vendors who require access to CLEC's space. The list will include names and social

security numbers. Names of employees, agents or vendors to be added to the list will be provided to Qwest Security, who will provide it to the appropriate Qwest personnel.

11.34 Revenue Protection. Qwest shall make available to CLEC all present and future fraud prevention or revenue protection features. These features include, but are not limited to, screening codes, 900 and 976 numbers. Qwest shall additionally provide partitioned access to fraud prevention, detection and control functionality within pertinent Operations Support Systems which include but are not limited to LIDB Fraud monitoring systems.

11.35 Law Enforcement Interface. Qwest provides emergency assistance to 911 centers and law enforcement agencies seven days a week/twenty-four hours a day. Assistance includes, but is not limited to, release of 911 trace and subscriber information; in-progress trace requests; establishing emergency trace equipment, release of information from an emergency trap/trace or *57 trace; requests for emergency subscriber information; assistance to law enforcement agencies in hostage/barricade situations, kidnappings, bomb threats, extortion/scams, runaways and life threats.

11.36 Qwest provides trap/trace, pen register and Title III assistance directly to law enforcement, if such assistance is directed by a court order. This service is provided during normal business hours, Monday through Friday. Exceptions are addressed in the above paragraph. The charges for these services will be billed directly to the law enforcement agency, without involvement of CLEC, for any lines served from Qwest Wire Centers or cross boxes.

11.37 In all cases involving telephone lines served from Qwest Wire Centers or cross boxes, whether the line is a resold line or part of an Unbundled Local Switching or Unbundled Loop element, Qwest will perform trap/trace Title III and pen register assistance directly with law enforcement. CLEC will not be involved or notified of such actions, due to non-disclosure court order considerations, as well as timely response duties when law enforcement agencies are involved. Exceptions to the above will be those cases, as yet undetermined, where CLEC must participate due to technical reasons wherein its circuitry must be accessed or modified to comply with law enforcement, or for legal reasons that may evolve over time. CLEC will provide Qwest with a 24 hour a day, 7 days a week contact for processing such requests, should they occur.

Section 12.0 - ACCESS TO OPERATIONAL SUPPORT SYSTEMS (OSS)

12.1 Description

12.1.1 Qwest has developed and shall continue to provide Operational Support Systems (OSS) interfaces using electronic gateways. These gateways act as a mediation or control point between CLEC's and Qwest's OSS. These gateways provide security for the interfaces, protecting the integrity of the Qwest OSS and databases. Qwest's OSS interfaces have been developed to support Pre-ordering, Ordering and Provisioning, Maintenance and Repair and Billing. This ~~Section~~section describes the interfaces that Qwest has developed and shall provide to CLEC. Additional technical information and details shall be provided by Qwest in training sessions and documentation, such as the "Interconnect Mediated Access User's Guide." Qwest will continue to make improvements to the electronic interfaces as technology evolves, providing notification to CLEC consistent with the provisions of this Section.

12.1.2 Through its electronic gateways, Qwest shall provide CLEC non-discriminatory access to Qwest's OSS for Pre-ordering, Ordering and Provisioning, Maintenance and Repair, and Billing for resale and Unbundled Network Elements. For those functions with a retail analogue, such as pre-ordering and ordering and provisioning of resold services, Qwest shall provide CLEC access to its OSS in substantially the same time and manner as it provides to itself. For those functions with no retail analogue, such as pre-ordering and ordering and provisioning of unbundled elements, Qwest shall provide CLEC access to Qwest's OSS sufficient to allow an efficient competitor a meaningful opportunity to compete. Qwest shall deploy the necessary systems and personnel to provide sufficient access to each of the necessary OSS functions. Qwest shall provide assistance for CLEC to understand how to implement and use all of the available OSS functions. Qwest shall provide maintenance and repair consistent with the provisions of this Section shall provide CLEC sufficient electronic and manual interfaces to allow CLEC equivalent access to all of the necessary OSS functions. Qwest shall disclose to CLEC any internal business rules and other formatting information necessary to ensure that CLEC's requests and orders are processed efficiently. Qwest shall provide OSS designed to accommodate both current demand and reasonably foreseeable demand.

12.2 OSS Support for Pre-Ordering, Ordering and Provisioning

12.2.1 Local Service Request (LSR) Ordering Process

12.2.1.1 ~~CLEC shall use electronic interfaces for orders placed using the LSR Ordering Process for the services it supports. The~~Qwest shall provide electronic interface gateways include ~~both the Interconnect Mediated Access (IMA) for submission of LSRs, including both an Electronic Data Interchange (EDI) interface and the Interconnect Mediated Access (IMA)~~a Graphical User Interface (GUI).

12.2.1.2 ~~The IMA-EDI interface provides a single interface for Pre-Order and Order transactions from CLEC to Qwest and is transaction-based, rather than batch-based. The interface standards for IMA EDI are based upon the Order & Billing Forum (OBF) Local Service Order Guidelines (LSOG), the Telecommunication Industry Forum (TCIF) Customer Service Guidelines; and the American National Standards Institute/Accredited Standards Committee (ANSI ASC) X12 protocols. Exceptions to the above standards are~~shall be specified in the IMA GUI and IMA EDI disclosure documents. IMA GUI and

~~IMA EDI disclosure documents are provided in conjunction with the implementation responsibilities contained in this Section.~~

12.2.1.3 The IMA GUI ~~also provides~~ GUI shall provide a single interface for Pre-Order and Order transactions from CLEC to Qwest and is browser based. The IMA GUI interface ~~is~~ shall be based on the LSOG and utilizes a WEB standard technology, Hyper Text Markup Language (HTML), JAVA and the Transmission Control Protocol/Internet Protocol (TCP/IP) to transmit messages.

12.2.1.4 ~~Functions~~

12.2.1.4.1 ~~Pre-ordering refers to the set of activities performed in conjunction with placing an order. Pre-order is packaged as a separate activity. Pre-order functions are described in the IMA User's Guide located at http://www.uswest.com/carrier/training/imauser_42.html.~~

12.2.1.4.2 ~~Ordering and Provisioning~~

~~Submitting an LSR will result in the provisioning and installation, if necessary, of an end user's service. The functional set associated with ordering is described in the IMA User's Guide located at http://www.uswest.com/carrier/training/imauser_42.html.~~

12.2.1.5 ~~Forecast of Usage~~

12.2.1.5.1 ~~CLEC shall supply Qwest with a forecast of products and volumes anticipated to be ordered through the electronic interface gateways on a quarterly basis.~~

12.2.1.5.2 ~~Qwest will use CLEC's forecast to provide CLEC sufficient capacity to provide the services and elements requested. If CLEC exceeds its capacity without notification, to the extent that it causes degradation to other users' response times, CLEC's use of its capacity on the IMA GUI or IMA EDI server may be discontinued until a resolution can be mutually agreed to by both Parties. Qwest will attempt to notify CLEC before discontinuing CLEC's use of the IMA GUI or IMA EDI server; however Qwest reserves the right to discontinue use if it is unable to contact CLEC.~~

12.2.1.4 Reserved for Future Use

12.2.1.5 Dial-Up Capabilities

12.2.1.5.1 Reserved for Future Use.

12.2.1.5.2 Reserved for Future Use.

12.2.1.5.3 When CLEC requests from Qwest more than fifty (50) SecureIDs, CLEC shall use a T1 line instead of dial-up capabilities.

12.2.1.6 Access Service Request (ASR) Ordering Process

12.2.1.6.1 ~~The Exchange Access Control and Tracking (EXACT) system may be used for orders placed using the ASR process. EXACT is~~ Qwest shall

~~provide a computer-to-computer batch file interface for submission of ASRs based upon the OBF Access Service Order Guidelines (ASOG). The EXACT interface accepts a batch file that is transmitted via a Network Data Mover (NDM)~~

~~connection to Qwest from CLEC. It is CLEC's responsibility to obtain the appropriate software to interface with Qwest's EXACT system. The EXACT functions are documented in the Access Service Ordering Guide. This guide is produced by and can be obtained from Alliance for Telecommunications Industry Solution (ATIS).~~

12.2.1.7 Facility Based EDI Listing Process

~~The Qwest shall provide a Facility Based EDI Listing Process is a single interface from CLEC to Qwest interface to enable CLEC listing data to be translated and passed into the Qwest listing database. This interface is based upon OBF LSOG and ANSI ASC X12 standards. This interface enables CLEC listing data to be translated and passed into the Qwest listing database. After Qwest's daily batch processing, a Confirmation/Completion record (for every PON provided on input) is returned to CLEC via an EDI 855 transaction.~~

12.2.2 Maintenance and Repair

~~12.2.2.1 Qwest shall provide electronic interface gateways for reporting 12.2.2.1 Maintenance and Repair electronic interfaces support the tracking and resolution of end user's repair and maintenance needs as reported to CLEC. They 12.2.2.2 CLEC shall use the electronic interface gateways for reporting trouble. The electronic interface gateways are comprised of either the Mediated Access System Electronic Bonding (MEDIACC-EB) interface or the IMA GUI interface. trouble, including an electronic bonding interface and a GUI interface, to facilitate the exchange of updated information and progress reports between Qwest and CLEC while the Trouble Report (TR) is open and a Qwest technician is working on the resolution.~~

~~12.2.2.3 The MEDIACC-EB interface uses CMIP protocol over X25 packet switching network using ANSI T1M1.5 227/228 standards.~~

~~12.2.2.4 The IMA GUI also provides a single interface for trouble reporting from CLEC to Qwest and is browser based. The IMA GUI interface uses a Berkley Socket interface based upon ANSI T1M1.5 227/228 standards. The IMA GUI uses JAVA as the standard.~~

12.2.2.5 Functions

~~12.2.2.5.1 Maintenance and Repair The functions, processes and systems used in repair are based on a Trouble Report (TR), which is an electronic document maintained in one or more OSS. TR contents and business processes are documented in the IMA Repair Guide located at <http://www.uswest.com/carrier/training/imarepguide.html>.~~

12.2.3 Hours of Operation

~~12.2.3.1 Qwest's electronic interface gateways will be available to CLECs as published in the IMA User's Guide located at http://www.uswest.com/carrier/training/imauser_42.html.~~

12.2.3 Interface Availability

12.2.3.1 Qwest shall make the interfaces available during the hours listed in the Gateway Availability PIDs in Section 20.

~~12.2.3.2 Qwest shall notify CLECs regarding system downtime through mass facsimile email distribution and pop-up windows in the IMA GUI. All referenced times are Mountain Time.~~

~~12.2.3.3 Reserved for Future Use The preceding times represent the period of when Qwest commits that its OSS interfaces and downstream systems will be functioning (except for unforeseen system crashes) and its personnel will be available to assist CLEC. Qwest's OSS interfaces are typically available 23 hours a day. CLEC may call any maintenance and repair issues to the applicable repair center 24 hours per day, seven days per week. Qwest shall provide CLEC current repair contact numbers.~~

12.2.4 Billing

12.2.4.1 For products billed out of the Qwest Interexchange Access Billing System (IABS), Qwest will utilize the existing CABS/BOS format and technology for the transmission of bills.

12.2.4.2 For products billed out of the Qwest Customer Record Information System (CRIS), Qwest will utilize the existing EDI standard for the transmission of monthly local billing information. EDI is an established standard under the auspices of the ANSI/ASC X12 Committee. A proper subset of this specification has been adopted by the Telecommunications Industry Forum (TCIF) as the "811 Guidelines" specifically for the purposes of telecommunications billing.

12.2.5 Outputs

Output information will be provided to CLEC in the form of bills, files, and reports. Bills will capture all regular monthly and incremental/usage charges and present them in a summarized format. The files and reports delivered to CLEC provide more detailed information than the bills. They come in the following categories:

Usage Record File	Line Usage Information
Loss and Completion	Order Information
Category 11	Facility Based Line Usage Information
SAG/FAM	Street Address/Facility Availability Information

12.2.5.1 Bills

12.2.5.1.1 CRIS Summary Bill - The CRIS Summary Bill represents a monthly summary of charges for most wholesale products sold by Qwest. This bill includes a total of all charges by entity plus a summary of current charges and adjustments on each sub-account. Individual sub-accounts are provided as billing detail and contain monthly, one-time charges and incremental/call detail information. The Summary Bill provides one bill and one payment document for CLEC. These bills are segmented by state and bill cycle. The number of bills received by CLEC is dictated by the product ordered and the Qwest region in which CLEC is operating. ~~The CRIS Summary Bill transmission methods are listed in the Interconnect and Resale Resource Guide located at http://www.uswest.com/carrier/guides/resource_guides.html.~~

12.2.5.1.2 IABS Bill - The IABS Bill represents a monthly summary of charges. This bill includes monthly and one-time charges plus a summary of any usage charges. These bills are segmented by product, LATA, billing account number (BAN) and bill cycle. ~~The IABS Summary Bill & Sub Account Bill Data transmission methods are listed in the Interconnect and Resale Resource Guide located at http://www.uswest.com/carrier/guides/resource_guides.html.~~

12.2.5.2 Files and Reports

12.2.5.2.1 Daily Usage Record File provides the accumulated set of call information for a given day as captured or recorded by the network switches. This file will be transmitted Monday through Friday, excluding Qwest holidays. This information is a file of unrated Qwest originated usage messages and rated CLEC originated usage messages. It is provided in Alliance for Telecommunication Industry Solution (ATIS) standard (Electronic Message Interface) EMI format. This EMI format is outlined in the document SR-320; which can be obtained directly from ATIS. The Daily Usage Record File contains multi-state data for the Data Processing Center generating this information. Individual state identification information is contained with the message detail. Qwest will provide this data to CLEC with the same level of precision and accuracy it provides itself. This file will be provided for the following list of products:

- a) Resale; and
- b) Unbundled Switch Port.

12.2.5.2.2 The charge for this Daily Usage Record File is contained in Exhibit A of this Agreement.

12.2.5.2.3 Routing of in-region IntraLATA Collect, Calling Card, and Third Number Billed Messages - Qwest will distribute in-region intraLATA collect, calling card, and third number billed messages to CLEC and exchange with other CLECs operating in region in a manner consistent with existing inter-company processing agreements. Whenever the daily usage information is transmitted to a carrier, it will contain these records for these types of calls as well.

12.2.5.2.4 Loss Report provides CLEC with a daily report that contains a list of accounts that have had lines and/or services disconnected. This may indicate that the end user has changed CLECs or removed services from an existing account. This report also details the order number, service name and address, and date this change was made. Individual reports will be provided for the following list of products:

- a) Interim Number Portability;
- b) Resale;
- c) Unbundled Loop; and
- d) Unbundled Line-side Switch Port.

~~This report media is described in the Interconnect and Resale Resource Guide located at http://www.uswest.com/carrier/guides/resource_guides.html.~~

12.2.5.2.5 Completion Report provides CLEC with a daily report. This report is used to advise CLEC that the order(s) for the service(s) requested is complete. It details the order number, service name and address and date this change was completed. Individual reports will be provided for the following list of products:

- a) Interim Number Portability;
- b) Resale;
- c) Unbundled Loop; and
- d) Unbundled Line-side Switch.

~~This report media is described in the Interconnect and Resale Resource Guide located at http://www.uswest.com/carrier/guides/resource_guides.html.~~

12.2.5.2.6 Category 11 Records are Exchange Message Records (EMR) which provide mechanized record formats that can be used to exchange access usage information between Qwest and CLEC. Category 1101 series records are used to exchange detailed access usage information.

12.2.5.2.7 Category 1150 series records are used to exchange summarized Meet Point Billed access minutes-of-use.

The transmission method/media types available for these mechanized records are available the ~~Interconnect and Resale Resource Guide~~PCAT located at http://www.uswest.com/carrier/guides/resource_guides.html.

12.2.5.2.8 SAG/FAM Files. The SAG (Street Address Guide)/ FAM (Features Availability Matrix) files contain the following information:

- a) SAG provides ~~Address and Serving Central Office~~ information address and serving central office information.

- b) FAM provides USOCs and descriptions by state (POTS services only), and USOC availability by NPA-NXX with the exception of Centrex. InterLATA/IntraLATA carriers by NPA-NXX.

These files are made available via a download process. They can be retrieved by ftp (file transfer protocol), NDM connectivity, or a Web browser.

12.2.6 Modifications to OSS Interfaces

~~CLEC and Qwest agree to discuss the modification of OSS interfaces based upon evolving standards (e.g., data elements, protocols, transport networks, etc.) and guidelines issued by or referenced by relevant ATIS committees. Establishment of new, or changes to, industry standards and guidelines will be reviewed semi-annually. The review will consider standards and guidelines that have reached final closure as well as those published in final form. Both Parties agree to evaluate evolving standards and determine the relevant modification to be implemented based upon the latest approved version adopted or the latest version reflecting final closure by the relevant ATIS committee or subcommittee. As a result of the review, Qwest shall draft appropriate interface specifications that shall be made available to CLEC through the electronic gateway disclosure document located at <http://www.uswest.com/disclosures/netdisclosure409.html> interface. Changes shall be implemented in the next release after the distribution of the electronic gateway disclosure document to CLECs or as negotiated during the review session.~~

12.2.6 Change Management

Qwest and CLEC shall participate in discussions of OSS development in the Qwest Co-Provider Industry Change Management Process (CICMP), as set forth in Exhibit G. The CICMP shall: (i) provide a forum for CLEC and Qwest to discuss change requests (CR), release notifications (RN), systems release life cycles, and communications; (ii) provide a forum for CLECs as an industry to discuss and prioritize their CRs; (iii) develop a mechanism to track and monitor CLEC CRs and Qwest RNs; and (iv) establish communication intervals where appropriate in the process. After following the process set forth in Exhibit G, CLEC and Qwest may escalate issues pursuant to the CICMP escalation process set forth in Exhibit H. Escalations subject to the process of Exhibit H include issues related to the CICMP process itself, including the processes set forth in Exhibit G. Qwest will inform CLECs through the CICMP of all planned changes to Qwest software, local interconnection products, business processes and technical publications, including additions, deletions, or changes which affect any document or information CLEC receives from Qwest or any document or information Qwest sends CLEC to allow CLEC to transact business. Qwest will seek CLEC input on the planned changes and will report such consideration in a timely manner.

12.2.6.1 In the course of establishing operational ready system interfaces between Qwest and CLEC to support local service delivery, CLEC and Qwest may need to define and implement system interface specifications that are supplemental to existing standards. CLEC and Qwest will submit such specifications to the appropriate standards committee and will work towards their acceptance as standards.

12.2.6.2 Release updates will be based on regulatory obligations as dictated by the FCC or Commissions and, as time permits, the agreed upon changes requested by the CLEC Industry Change Management Process (CICMP). Qwest will provide to CLEC the features list for modifications to the interface. Specifications for interface modifications will be provided to CLEC three weeks prior to the release date. ~~CLEC is required to upgrade to the current release within six months of the installation date.~~

12.2.7 CLEC Responsibilities for Implementation of OSS Interfaces

12.2.7.1 Before any CLEC implementation can begin, CLEC must completely and accurately answer the ~~New Customer~~CLEC Questionnaire. ~~This questionnaire is provided by the Qwest account manager and details information needed by Qwest to establish service for CLEC.~~

12.2.7.2 Once Qwest receives a complete and accurate New Customer Questionnaire, Qwest and CLEC will mutually agree upon time frames for implementation.

12.2.8 Qwest Responsibilities for On-going Support for OSS Interfaces

~~12.2.8.1~~ Qwest will support previous IMA EDI releases for six (6) months after the next subsequent IMA EDI release has been deployed.

12.2.8.1 Qwest will provide written notice to CLEC of the need to migrate to a new release.

12.2.8.2 Qwest will provide ~~12.2.8.3~~ Qwest will provide an EDI Implementation Coordinator to work with CLEC for business scenario re-certification, migration and data conversion strategy definition.

~~12.2.8.4~~ 12.2.8.3 Re-certification is the process by which CLECs demonstrate the ability to generate correct transactions for the new release. ~~For each new release a decision will be made for each product as to the necessity of re-certification.~~ Qwest will provide the suite of tests for re-certification to CLEC with the issuance of the disclosure document.

~~12.2.8.5~~ CLEC Responsibilities for On-going Support for OSS Interfaces is documented in the next section.

12.2.8.4 Reserved for Future Use.

12.2.9 CLEC Responsibilities for On-going Support for OSS Interfaces

12.2.9.1 If using the IMA GUI interface, CLEC must work with Qwest to train CLEC personnel on the IMA GUI functions that CLEC will be using. Qwest and CLEC shall concur on which IMA GUI functions should be included in CLEC's training. Qwest and CLEC shall make reasonable efforts to schedule training in a timely fashion.

12.2.9.2 An exchange protocol will be used to transport EDI formatted content.

CLEC must perform certification testing of exchange protocol prior to using the IMA EDI interface.

12.2.9.3 Qwest will provide CLEC with access to a stable testing environment to certify that its OSS will be capable of interacting smoothly and efficiently with Qwest's OSS. Qwest has established the following test processes to assure the implementation of a solid interface between Qwest and CLEC:

12.2.9.3.1 Connectivity Testing – CLEC and Qwest will conduct connectivity testing calls. This test will establish the ability of the trading partners to send and receive EDI data effectively. This test verifies the communications between the trading partners. Connectivity is established during each phase of the implementation cycle. This test is also conducted prior to controlled production and before going live in the production environment if CLEC has implemented environment changes when moving into production.

12.2.9.3.2 Stand-Alone Testing Environment – Qwest is developing a stand-alone testing environment to take pre-order and order requests, pass them to the stand-alone database, and return responses to CLEC during its development of EDI. The Stand-Alone Testing Environment provides CLEC the opportunity to validate its technical development efforts. This testing verifies CLEC's ability to send correctly formatted EDI transactions through the EDI/IMA system edits successfully. Stand Alone Testing uses test account data. All stand alone test orders are subjected to the same edits as production orders. This testing phase is optional.

12.2.9.3.3 Interoperability Testing – CLEC has the option of participating with Qwest in interoperability testing to provide CLEC with the opportunity to validate technical development efforts and to quantify processing results. Interoperability testing verifies CLEC's ability to send correct EDI transactions through the EDI/IMA system edits successfully. Interoperability testing requires the use of valid Qwest data. All interoperability orders are subjected to the same edits as production orders. This testing phase is optional when CLEC has conducted Stand-Alone Testing successfully.

12.2.9.3.4 Controlled Production – Qwest and CLEC will perform controlled production. The controlled production process is designed to validate the ability of CLEC to transmit EDI data that completely meets X12 standards definitions and complies with all Qwest business rules. Controlled production consists of the controlled submission of actual CLEC production requests to the Qwest production environment. Qwest treats these orders as production orders. Qwest and CLEC use controlled production results to determine operational readiness. Controlled production requires the use of valid account and order data. All certification orders are considered to be live orders and will be provisioned.

12.2.9.3.5 If CLEC is using the IMA EDI interface, EDI, Qwest shall provide CLEC with a pre-allotted amount of time to complete certification of its business scenarios. It is the sole responsibility of CLEC to schedule an appointment with Qwest for certification of its business scenarios. CLEC must comply with the agreed upon dates and times scheduled for the certification of its business scenarios. If the certification of business scenarios is delayed due to CLEC, it is

the sole responsibility of CLEC to schedule new appointments for certification of its business scenarios. Conflicts in the schedule could result in certification being delayed. If a delay is due to Qwest, Qwest will honor CLEC's schedule through the use of alternative hours.

12.2.9.4 If CLEC is using the IMA EDI interface, CLEC must work with Qwest to certify the business scenarios that CLEC will be using in order to ensure successful transaction processing. Qwest and CLEC shall mutually agree to the business scenarios for which CLEC ~~requires certification~~ is required to be certified. Certification is granted only for a specific release of the ~~IMA EDI interface~~ EDI.

12.2.9.4.1 For a new software release or upgrade, Qwest will provide CLEC a testing environment that mirrors the production environment in order for CLEC to test the new release. For software releases and upgrades, Qwest has implemented the testing processes set forth in Section 12.2.9.3.2, 12.2.9.3.3 and 12.2.9.3.4.

12.2.9.4.2 For a new software release or upgrade, Qwest will provide CLEC the stand alone testing environment, as set forth in Section 12.2.9.3.2, prior to implementing that release or upgrade in the production environment.

12.2.9.5 New releases of the IMA EDI interface may require re-certification of some or all business scenarios. A determination as to the need for re-certification will be made by the Qwest coordinator in conjunction with the release manager of each IMA EDI release. Notice of the need for re-certification will be provided to CLEC as the new release is implemented. The suite of re-certification test scenarios will be provided to CLEC with the disclosure document.

12.2.9.6 CLEC will contact the Qwest EDI Implementation Coordinator to initiate the migration process. CLEC must complete the re-certification and migration to the new IMA EDI release within six (6) months of the deployment of the new release.

12.2.9.7 CLEC will be expected to execute the re-certification test cases in the interoperability test environment. CLEC will provide Purchase Order Numbers (PONs) of the successful test cases to Qwest.

~~12.2.9.8 Additional information regarding the IMA EDI re-certification process is documented by the CLEC Industry Team in *Converting to a New IMA EDI Release* located in the GICMP web site at <http://www.uswest.com/carrier/bulletins/cicmp.html>.~~

12.2.9.8 Reserved for Future Use

12.2.9.9 In the event of electronic interface trouble, CLEC shall use its best efforts to isolate and resolve the trouble using the guidelines. If CLEC cannot resolve the problem, then CLEC should contact the CLEC Systems Help Desk. The CLEC Systems Help Desk is CLEC's Single Point of Contact for electronic interface trouble.

12.2.10 CLEC Support

12.2.10.1 Qwest shall provide assistance ~~to~~ for CLEC to understand how to implement and use the ~~OSS functions to which Qwest is providing access~~ all of the

available OSS functions. Qwest shall disclose to CLEC any internal business rules and other formatting information necessary to ensure that CLEC's requests and orders are processed efficiently. This assistance will include training, documentation, and CLEC Help Desk.

~~12.2.10.2 — CLEC Help Desk~~

~~12.2.10.2.1 — The CLEC Help Desk will provide a single point of entry for CLEC to gain assistance in areas involving connectivity, system availability, and file outputs. The CLEC Systems Help Desk is available Monday through Friday, 6:00 a.m. until 8:00 p.m. Mountain Time, excluding Qwest holidays. The Help Desk areas are further described below.~~

~~12.2.10.2.1.1 — Connectivity covers trouble with CLEC's access to the Qwest system for hardware configuration requirements with relevance to IMA EDI and IMA GUI; software configuration requirements with relevance to IMA EDI and IMA GUI; modem configuration requirements, T1 configuration and dial-in string requirements, firewall access configuration, SecurID configuration, Profile Setup, and password verification.~~

~~12.2.10.2.1.2 — System Availability covers system errors generated during an attempt by CLEC to place orders or open trouble reports through IMA EDI and IMA GUI. These system errors are limited to: POTS; Design Services and Repair.~~

~~12.2.10.2.1.3 — File Outputs covers CLEC's output files and reports produced from its usage and order activity. File outputs system errors are limited to: Daily Usage File; Loss / Completion File, IABS Bill, CRIS Summary Bill, Category 11 Report and SAG/FAM Reports.~~

~~12.2.10.3 — Additional assistance to CLECs is available through various public web sites. These web sites provide electronic interface training information and user documentation and technical specifications and are located at <http://www.uswest.com/carrier/>.~~

~~12.2.11 — Compensation/Cost~~

12.2.11 Compensation/Cost Recovery

~~Recurring and non-recurring startup charges as applicable will be billed as specified by the Commission upon completion of the appropriate Cost Docket hearings. Qwest shall establish rates for any systems charges not included in appropriate cost docket hearings. On an interim basis, recurring and non-recurring~~On-going and one-time ~~startup charges, as contained in Exhibit A of this Agreement apply. applicable, will be billed at rates set forth in Exhibit A.~~

12.3 Maintenance and Repair

12.3.1 Service Levels

12.3.1.1 Qwest will provide repair and maintenance for all services covered by this Agreement in a manner ~~equal to~~ substantially the same time and manner as that which Qwest provides for itself.

12.3.1.2 During the term of this Agreement, Qwest will provide necessary maintenance business process support to allow CLEC to provide similar service quality to that provided by Qwest to its end users.

12.3.1.3 Qwest will perform repair service that is ~~equal~~ substantially the same in timeliness and quality to that which it provides to its own end users.

12.3.2 Branding

12.3.2.1 Should Qwest need to use various forms for communication with CLEC end users (while out on premises dispatches on behalf of CLEC, for example), Qwest will use unbranded forms.

12.3.2.2 If required by CLEC, Qwest will use branded forms at CLEC's full expense, covering training costs, storage, printing, distribution and all other branding-related costs.

12.3.3 Service interruptions

12.3.3.1 The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not: 1) interfere with or impair service over any facilities of the other Party, its affiliated companies, or its connecting and concurring carriers involved in its services; 2) cause damage to the plant of the other Party, its affiliated companies, or its connecting concurring carriers involved in its services; 3) violate any applicable law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities; or 4) create hazards to the employees of either Party or to the public. Each of these requirements is hereinafter referred to as an "Impairment of Service".

12.3.3.2 If it is confirmed that either Party is causing an Impairment of Service, as set forth in this Section, the Party whose network or service is being impaired (the "Impaired Party") shall promptly notify the Party causing the Impairment of Service (the "Impairing Party") of the nature and location of the problem. The Impaired Party shall advise the Impairing Party that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service. If the Impairing Party is unable to promptly remedy the Impairment of Service, the Impaired Party may temporarily discontinue use of the affected circuit, facility or equipment.

12.3.3.3 To facilitate trouble reporting and to coordinate the repair of the service provided by each Party to the other under this Agreement, each Party shall designate a repair center for such service.

12.3.3.4 Each Party shall furnish a trouble reporting telephone number for the designated repair center. This number shall give access to the location where records are normally located and where current status reports on any trouble reports are readily available. If necessary, alternative out-of-hours procedures shall be established to ensure access to a location that is staffed and has the authority to initiate corrective action.

12.3.3.5 Before either Party reports a trouble condition, it shall use its best efforts to isolate the trouble to the other's facilities.

12.3.3.5.1 In cases where a trouble condition affects a significant portion of the other's service, the Parties shall assign the same priority provided to other interconnecting CLECs and itself.

12.3.3.5.2 The Parties shall cooperate in isolating trouble conditions.

12.3.4 Trouble Isolation

12.3.4.1 Pursuant to ~~applicable Exchange and Network Services Catalog, Section 43, the applicable exchange and network service catalog~~, Qwest will bill appropriate ~~Trouble Isolation Charges~~ Maintenance of Service Charges, set forth in Exhibit A, for dispatched work done by Qwest where the trouble is found to be on the end user's side of the NID or trouble is found to be in CLEC's portion of the network.

12.3.4.2 ~~Other Trouble Isolation Charges~~ Maintenance of Service, set forth in Exhibit A, may be imposed by Qwest on CLEC for other internal repair work incurred on behalf of CLEC and later found to be in CLEC network components.

12.3.5 Inside Wire Maintenance

Except where specifically required by state or federal regulatory mandates, Qwest will not perform any maintenance of inside wire (premises wiring beyond the end user's NID ~~demarcation point~~) for CLEC or its end users.

12.3.6 ——— Testing/Test Requests/Coordinated Testing/UNEs

12.3.6.1 Qwest shall have no obligation to test an end user's line or circuit, but may in appropriate circumstances.

12.3.6.2 Prior to any test being conducted on a line, Qwest must receive a trouble report from CLEC.

12.3.6.3 Qwest end users are not given test results. On ~~manually-reported~~ manually reported trouble, Qwest will not provide to CLEC the test results for its

trouble reports. For ~~electronically reported~~ electronically reported trouble, CLEC may be provided various basic test results.

12.3.6.4 Qwest's test systems do not support testing of ~~unbundled network elements~~. Unbundled Network Elements. CLEC shall isolate the trouble condition on UNE end users to Qwest's portion of the end user's service before Qwest accepts a trouble report for that end user.

12.3.7 ~~Workcenter~~ Work Center Interfaces

12.3.7.1 Qwest and CLEC shall work cooperatively to develop positive, close working relationships among corresponding work centers involved in the trouble resolution processes.

12.3.8 Misdirected Repair Calls

12.3.8.1 CLEC and Qwest will employ the following procedures for handling misdirected repair calls:

12.3.8.1.1 CLEC and Qwest will provide their respective end users with the correct telephone numbers to call for access to their respective repair bureaus.

12.3.8.1.2 End users of CLEC shall be instructed to report all cases of trouble to CLEC. End users of Qwest shall be instructed to report all cases of trouble to Qwest.

12.3.8.1.3 To the extent the correct provider can be determined, misdirected repair calls will be referred to the proper provider of Basic Exchange Telecommunications Service; however, nothing in this Agreement shall be deemed to prohibit Qwest or CLEC from discussing its products and services with CLEC's or Qwest's end users who call the other Party.

12.3.8.1.4 CLEC and Qwest will provide their respective repair contact numbers to one another on a reciprocal basis.

12.3.8.1.5 In responding to repair calls, neither Party shall make disparaging remarks about each other, ~~nor shall they use these repair calls as the basis for internal referrals or to solicit end users to market services. Either Qwest or CLEC may respond with accurate information in answering end user other questions.~~

12.3.9 Major Outages/Restoral/Notification

12.3.9.1 Qwest will notify CLEC of major network outages as soon as is practical. This notification will be via e-mail to CLEC's identified contact. With the minor exception of certain proprietary information, Qwest will utilize the same thresholds and processes for external notification as it does for internal purposes. This major outage information will be sent via e-mail on the same frequency schedule as is provided internally within Qwest. Service restoration will be non-discriminatory, and will be accomplished as

quickly as possible according to Qwest and/or industry standards.

12.3.9.2 Qwest will meet with associated personnel from CLEC to share contact information and review Qwest's outage restoral processes and notification processes.

12.3.9.3 Qwest's emergency restoration process operates on a 7X24 basis.

12.3.10 Protective Maintenance

12.3.10.1 Qwest will perform scheduled maintenance ~~equal in of~~ substantially the same quality to that which it provides to itself.

12.3.10.2 Qwest will work cooperatively with CLEC to develop industry-wide processes to provide as much notice as possible to CLEC of pending maintenance activity. Such process work will include establishment of reasonable thresholds and notification standards.

12.3.11 Hours of Coverage

12.3.11.1 Qwest's repair operation is seven days a week, 24 hours a day. Not all functions or locations are covered with scheduled employees on a 7X24 basis. Where such 7X24 coverage is not available, Qwest's repair operations center (always available 7X24) can call-out technicians or other personnel required for the situation.

12.3.12 Escalations

12.3.12.1 Qwest will provide trouble escalation procedures to CLEC. Such procedures will be based on the processes Qwest employs for its own end users. Qwest escalations are manual processes.

12.3.12.2 Qwest repair escalations begin with calls to the up-front trouble reporting centers.

12.3.13 Dispatch

12.3.13.1 Qwest will provide maintenance dispatch personnel on the same schedule as it provides for its own end users.

12.3.13.2 Upon the receipt of a trouble report from CLEC, Qwest will do all that is reasonable and practical, according to internal and industry standards, to resolve the repair condition. Qwest will dispatch repair personnel on occasion to repair the condition. It will be Qwest's decision whether or not to send a technician out on a dispatch. Qwest reserves the right to make this dispatch decision based on the best information available to it in the trouble resolution process. It is not always necessary to dispatch to resolve trouble; should CLEC require a dispatch when Qwest believes the dispatch is not necessary, appropriate charges will be billed by Qwest to CLEC for those dispatch-related costs in accordance with Exhibit A.

12.3.13.3 For POTS lines, Qwest will not request authorization from CLEC prior to dispatch. For lines supported by Qwest's designed services process, Qwest may accept CLEC authorization to dispatch. Qwest's operational processes are regularly reviewed and may be altered in the future. Should processes be changed, CLEC will be notified.

12.3.13.4 CLEC shall perform appropriate trouble isolation and screening prior to submitting a trouble report to Qwest.

12.3.14 Electronic Reporting

12.3.14.1 CLEC may submit Trouble Reports through ~~IMA or MEDIACC EB the~~ electronic bonding or GUI interfaces provided by Qwest.

12.3.15 Intervals/Parity

12.3.15.1 Similar trouble conditions, whether reported on behalf of Qwest end users or on behalf of CLEC end users, will receive similar commitment intervals.

12.3.16 Jeopardy Management

12.3.16.1 Notification to CLEC will be given on the same basis that a trouble report interval is likely to be missed.

12.3.17 Trouble Screening

12.3.17.1 CLEC shall screen and test its end user trouble reports completely enough to insure that it sends to Qwest only trouble reports that involve Qwest facilities.

12.3.17.2 Qwest will cooperate with CLEC to show CLEC how Qwest screens trouble conditions in its own centers, so that CLEC will employ similar techniques in its centers.

12.3.18 Maintenance Standards

12.3.18.1 Qwest will cooperate with CLEC to meet the maintenance standards outlined in this Agreement.

12.3.18.2 On manually reported trouble, Qwest will inform CLEC of repair completion as soon as is practical after its completion. On electronically reported trouble reports the electronic system will automatically update status information, including trouble completion, across the joint electronic gateway.

12.3.19 End User Interfaces

12.3.19.1 CLEC will be responsible for all interactions with its end users including service call handling and notifying its end users of trouble status and resolution.

12.3.19.2 All Qwest employees who perform repair service for CLEC end users will be trained in non-discriminatory behavior.

12.3.20 Repair Call Handling

12.3.20.1 ~~Manually reported~~ Manually reported repair calls by CLEC to Qwest will be answered with substantially the same quality and speed as Qwest answers calls from its own end users.

12.3.21 Single Point of Contact

12.3.21.1 Qwest will provide a single point of contact for CLEC to report maintenance issues and trouble reports seven days a week, twenty-four hours a day. A single 7X24 trouble reporting telephone number will be provided to CLEC for each category of trouble situation being encountered.

12.3.22 Network Information

12.3.22.1 Qwest maintains an information database, available to CLEC for the purpose of allowing CLEC to obtain information about Qwest's NPAs, LATAs, Access Tandems and ~~Central Offices~~ central offices.

12.3.22.2 This database is known as the ICONN database, available to CLEC via Qwest's Web site.

12.3.22.3 CPNI information and NXX activity reports are also included in this database.

12.3.22.4 ICONN is updated every two (2) weeks.

12.3.23 Maintenance Windows

12.3.23.1 Generally, Qwest performs major switch maintenance activities off-hours, during certain "maintenance windows".

12.3.23.2 Generally, the maintenance window is between 10:00 p.m. through 6:00 am Monday through Friday, and Saturday 10:00 p.m. through Monday 6:00 am, Mountain Time.

12.3.23.3 Although Qwest normally does major switch maintenance during the above maintenance window, there will be occasions where this will not be possible.

12.3.23.4 Planned generic upgrades to Qwest switches are included in the ICONN database, available to CLEC via Qwest's Web site.

Section 17.0 - BONA FIDE REQUEST PROCESS

17.1 Any request for Interconnection or access to an ~~unbundled network element~~ Unbundled Network Element or ancillary service that is not already available as described in other sections of this Agreement shall be treated as a Bona Fide Request (BFR). Qwest shall use the BFR Process to determine the terms and timetable for providing the requested Interconnection, access to UNEs or ancillary services, if available, and the technical feasibility of new/different points of Interconnection. Qwest will administer the BFR Process in a non-discriminatory manner.

17.2 A BFR shall be submitted in writing and on the appropriate Qwest form for BFRs. CLEC and Qwest will work together to prepare the BFR form. This form shall be accompanied by the non-refundable Processing Fee specified in Exhibit A of this Agreement. The form will request, and CLEC will need to provide, the following information, as well as, any additional information that may be helpful in describing and analyzing CLEC's request:

- (a) a technical description of each requested Network Element or new/different points of Interconnection or ancillary services;
- (b) the desired interface specification;
- (c) each requested type of Interconnection or access;
- (d) a statement that the Interconnection or Network Element or ancillary service will be used to provide a Telecommunications Service;
- (e) the quantity requested;
- (f) the specific location requested;
- (g) ~~if the requested unbundled network element is a proprietary element as specified in Section 251(d)(2) of the Act, CLEC must submit documentation that demonstrates that access to such Network Element is necessary, that the failure to provide access to such Network Element would impair the ability of CLEC to provide the services that it seeks to offer, and that CLEC's ability to compete would be significantly impaired or thwarted without access to such requested proprietary element; and~~
- (h) ~~if the requested Unbundled Network Element is a non-proprietary element as specified in Section 251(d)(2) of the Act, CLEC must submit documentation that demonstrates that denial of access to such non-proprietary unbundled network element would impair the ability of CLEC to provide the services that it seeks to offer, and that CLEC's ability to compete would be significantly impaired or thwarted without access to such unbundled network element.~~

~~17.3 Within fifteen (15) calendar~~

(g) Intentionally Left Blank

(h) Intentionally Left Blank

17.3 Within two (2) business days of its receipt, Qwest shall acknowledge receipt of the BFR and in such acknowledgment advise CLEC of missing information, if any, necessary to process the BFR. Thereafter, Qwest shall promptly advise CLEC of the need for any additional information required to complete the analysis of the BFR. ~~II requested, Qwest will provide weekly updates on the status of the BFR.~~

17.4 Within twenty-one (21) calendar days of its receipt of the BFR and all information necessary to process it, Qwest shall provide to CLEC a ~~preliminary~~ an analysis of the BFR. The ~~preliminary~~ analysis shall specify Qwest's conclusions as to whether or not the requested Interconnection or access to an unbundled network element complies with the unbundling requirements of the Act or state law.

17.5 If Qwest determines during the twenty-one (21) day period that a BFR does not qualify as an ~~unbundled network element~~ Unbundled Network Element or Interconnection or ancillary service that is required to be provided under the Act or state law, Qwest shall advise CLEC as soon as reasonably possible of that fact, and Qwest shall promptly, but in no case later than ten (10) calendar days after making such a determination, provide a written report setting forth the basis for its conclusion.

17.6 If Qwest determines during the twenty-one (21) day period that the BFR qualifies under the Act, it shall notify CLEC in writing of such determination within ten (10) calendar days.

17.7 As soon as feasible, but in any case within forty-five (45) calendar days after Qwest notifies CLEC that the BFR qualifies under the Act, Qwest shall provide to CLEC a BFR quote. The BFR quote will include, at a minimum, a description of each Interconnection, Network Element, and ancillary service, the quantity to be provided, any interface specifications, and the applicable rates (recurring and nonrecurring) including the separately stated development costs and construction charges of the Interconnection, ~~unbundled network element~~ Unbundled Network Element or ancillary service and any minimum volume and term commitments required, and the timeframes the request will be provisioned.

17.8 ~~A~~-CLEC has thirty (30) business days upon receipt of the BFR quote, to either agree to purchase under the quoted price, cancel its BFR, or seek mediation or arbitration.

17.9 If CLEC has agreed to minimum volume and term commitments under the preceding paragraph, CLEC may cancel the BFR or volume and term commitment at any time, but in the event of such cancellation CLEC will pay Qwest's reasonable development costs incurred in providing the Interconnection, Unbundled Network Element, or ancillary service to the extent that those development costs are not otherwise amortized.

17.10 If either Party believes that the other Party is not requesting, negotiating or processing any BFR in good faith, or disputes a determination or quoted price or cost, it may seek arbitration pursuant to the Dispute Resolution provision of this Agreement.

17.11 All time intervals within which a response is required from one Party to another under this Section are maximum time intervals. Each Party agrees that it will provide all responses to the other Party as soon as the Party has the information and analysis required to respond, even if the time interval stated herein for a response is not over.

17.12 In the event CLEC has submitted a Request for an Interconnection, a network element or any combination thereof and Qwest determines in accordance with the provisions of this Section 17 that the request is technically feasible, subsequent requests or orders for the identical type of Interconnection, network element or combination by that CLEC shall not be subject to the BFR Process. To the extent Qwest has deployed an identical network element or combination under a previous BFR, a subsequent BFR shall be not required. Qwest may only require CLEC to complete a CLEC questionnaire before ordering such network elements or combinations thereof. ICB Pricing and intervals will still apply for requests that are not yet standard offerings. For purposes of this Section 17.12, an "identical" request shall be one that is materially identical to a previous request with respect to the information provided pursuant to Subsections (a) through (f) of Section 17.2 above.

Section 18.0 - AUDIT PROCESS

18.1 "Audit" shall mean the comprehensive review of:

18.1.1 Data used in the billing process for services performed, including reciprocal compensation, and facilities provided under this Agreement; and

18.1.2 Data relevant to provisioning and maintenance for services performed or facilities provided by either of the Parties for itself or others that are similar to the services performed or facilities provided under this Agreement for Interconnection or access to unbundled loops, ancillary and finished services.

18.1.3 "Examination" shall mean an inquiry into a specific element of or process related to the above. Commencing on the Effective Date of this Agreement, GLEG either Party may perform Examinations as GLEG either Party deems necessary.

18.2 The data referred to above shall be relevant to any performance indicators that are adopted in connection with this Agreement, through negotiation, arbitration or otherwise. This Audit shall take place under the following conditions:

18.2.1 Either Party may request to perform an Audit.

18.2.2 The Audit shall occur upon thirty (30) business days written notice by the requesting Party to the non-requesting Party.

18.2.3 The Audit shall occur during normal business hours.

18.2.4 There shall be no more than two Audits requested by each Party under this Agreement in any 12-month period. Either Party may audit the other Party's books, records and documents more frequently than twice in any twelve (12) month period (but no more than once in each quarter) if the immediately preceding audit found previously uncorrected net variances, inaccuracies or errors in invoices in the audited Party's favor with an aggregate value of at least two percent (2%) of the amounts payable for the affected services during the period covered by the Audit.

18.2.5 The requesting Party may review the non-requesting Party's records, books and documents, as may reasonably contain information relevant to the operation of this Agreement.

18.2.6 The location of the Audit shall be the location where the requested records, books and documents are retained in the normal course of business.

18.2.7 All transactions under this Agreement which are over twenty-four (24) months old will be considered accepted and no longer subject to Audit. The Parties agree to retain records of all transactions under this Agreement for at least 24 months.

18.2.8 Each Party shall bear its own expenses ~~occasioned by the Audit,~~ provided that the expense of any special data collection shall be born by the

requesting Party in connection with conduct of the Audit or Examination. The requesting Party will pay for the reasonable cost of special data extractions required by the Party to conduct the Audit or Examination. For purposes of this section, a "Special Data Extraction" means the creation of an output record or informational report (from existing data files) that is not created in the normal course of business. If any program is developed to the requesting Party's specification and at that Party's expense, the requesting Party will specify at the time of request whether the program is to be retained by the other Party for reuse for any subsequent Audit or Examination.

18.2.9 The Party requesting the Audit may request that an Audit be conducted by a mutually agreed-to independent auditor. Under this circumstance, the costs of the independent auditor shall be paid for by the Party requesting the Audit.

18.2.10 In the event that the non-requesting Party requests that the Audit be performed by an independent auditor, the Parties shall mutually agree to the selection of the independent auditor. Under this circumstance, the costs of the independent auditor shall be shared equally by the Parties.

18.2.11 The Parties agree that if an Audit discloses error(s), the Party responsible for the error(s) shall, in a timely manner, undertake corrective action for such error(s). All errors not corrected within thirty (30) business days shall be escalated to the Vice-President level resolved pursuant to the Dispute Resolution Process.

18.2.12 Neither the right to examine and audit nor the right to receive an adjustment will be affected by any statement to the contrary appearing on checks or otherwise, unless the statement expressly waiving the right appears in writing, is signed by the authorized representative of the Party having that right, and is delivered to the other Party in a manner sanctioned by this Agreement.

18.2.13 This Section will survive expiration or termination of this Agreement for a period of two (2) years after expiration or termination of the Agreement.

18.3 All information received or reviewed by the requesting Party or the independent auditor in connection with the Audit is to be considered Proprietary Information as defined by this Agreement. The non-requesting Party reserves the right to require any non-employee who is involved directly or indirectly in any Audit or the resolution of its findings as described above to execute a nondisclosure agreement satisfactory to the non-requesting Party. To the extent an Audit involves access to information of other competitors, CLEC and Qwest will aggregate such competitors' data before release to the other Party, to insure the protection of the proprietary nature of information of other competitors. To the extent a competitor is an affiliate of the Party being audited (including itself and its subsidiaries), the Parties shall be allowed to examine such affiliates' disaggregated data, as required by reasonable needs of the Audit.

Section 19.0 - CONSTRUCTION CHARGES

19.1 All rates, charges and initial service periods specified in this Agreement contemplate the provision of network Interconnection services and access to unbundled loops or ancillary services to the extent existing facilities are available. Except for modifications to existing facilities necessary to accommodate Interconnection and access to unbundled loops or ancillary services specifically provided for in this Agreement, Qwest will consider requests to build additional or further facilities for network Interconnection and access to unbundled loops or ancillary services, as described in the applicable section of this Agreement.

19.2 All necessary construction will be undertaken at the discretion of Qwest, consistent with budgetary responsibilities, consideration for the impact on the general body of end users and without discrimination among the various carriers.

19.3 A quote for CLEC's portion of a specific job will be provided to CLEC. The quote will be in writing and will be binding for ninety (90) business days after the issue date. When accepted, CLEC will be billed the quoted price and construction will commence after receipt of payment. If CLEC chooses not to have Qwest construct the facilities, Qwest reserves the right to bill CLEC for the expense incurred for producing the engineered job design.

19.4 In the event a construction charge is applicable, CLEC's service Application Date will become the date upon which Qwest receives the required payment.

Section 20.0 – SERVICE PERFORMANCE

20.1 Qwest is currently developing performance measures in a Qwest workshop process being conducted by the Commission. Qwest will become bound by the newly developed performance measures on the date of the Commission order implementing the same and amend this Agreement when the Commission's Performance Measures Effort is complete, to incorporate all aspects of the Commission's final decision.

Section 22.0 - SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives.

(CLEC)

Qwest Corporation

Signature

Signature

Name Printed/Typed

Name Printed/Typed

Title

Title

Date

Date

EXHIBIT F - SPECIAL REQUEST PROCESS

1. The Special Request Process shall be used for the following requests:
 - a. Requesting specific product feature(s) be made available by Qwest that are currently available in a switch, but which are not activated.
 - b. Requesting specific product feature(s) be made available by Qwest that are not currently available in a switch, but which are available from the switch vendor.
 - c. Requesting a combination of Unbundled Network Elements that is a combination not currently offered by Qwest as a standard product and:
 - i. that is made up of UNEs that are defined by Qwest as products, and
 - ii. that is made up of UNEs that are ordinarily combined in the Qwest network.
 - d. Requesting an Unbundled Network Element that has been defined by the FCC or the State Commission as a network element to which Qwest is obligated to provide unbundled access, but for which Qwest has not created a standard product, including UDIT and EEL between OC-3 and OC-192.
2. Any request that requires an analysis of technical feasibility shall be treated as a Bona Fide Request (BFR), and will follow the BFR Process set forth in this Agreement. The BFR process shall be used for, among other things, the following:
 - a. Requests for Interconnection not already available as described in this Agreement,
 - b. Requests for access to an unbundled network element that has not been defined by the FCC or the State Commission as a network element to which Qwest is obligated to provide unbundled access,
 - c. Requests for UDIT and EEL above the OC-192 level,
 - d. Requests for combinations of Unbundled Network Elements that include UNEs that are not defined by Qwest as products, and
 - e. Requests for combinations of Unbundled Network Elements that are not currently combined in the Qwest network.
3. A Special Request shall be submitted in writing and on the appropriate Qwest form, which is located on Qwest's website. The form must be completely filled out.
4. Qwest shall acknowledge receipt of the Special Request within 5 business days of receipt.
5. Qwest shall respond with a preliminary analysis, including costs and timeframes, within 15 business days of receipt of the Special Request. In the case of UNE

combinations, the preliminary analysis shall include whether the requested combination is a combination of elements that are ordinarily combined in the Qwest network. If the request is for a combination of elements that are not ordinarily combined in the Qwest network, the preliminary analysis shall indicate to CLEC that it should use the BFR process if CLEC elects to pursue its request.

6. All timeframes will be met unless extraordinary circumstances arise. In such a situation, CLEC and Qwest will negotiate a reasonable response timeframe.



Qwest Wholesale Program

Project Name: Co-Provider Industry Change Management Process

Date: 09/10/99
12/28/99 Revised
02/16/00 Revised
11/10/00 Revised – For Co-Provider Industry Team Review
03/13/01 Revised – For Co-Provider Industry Team Review
03/30/01 Revised – For Co-Provider Industry Team Review

Author: Qwest Communications, Inc. (Qwest) – Information Technologies

Abstract: The Co-Provider Industry Change Management (CM) Process (CICMP) is an enhanced process for Co-Providers and Qwest to communicate Changes about Product, Process, and Operational Support Systems (OSS) interfaces. The CICMP includes regularly scheduled CM meetings, and the communications of changes to Product, Process, and OSS interfaces.

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Qwest

CICMP Manager

Attachment A – Sample – Co-Provider Subscriber Letter to Qwest for IMA EDI Draft Developer
Worksheets

Attachment B – Co-Provider Change request Instructions

attachment C – Qwest Release NOtification Instructions

Attachment D – Release Documentation Distribution Schedule

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EXECUTIVE SUMMARY

This document sets forth Qwest's Co-Provider Industry Change Management Process (CICMP). The CICMP consists of Qwest's change management process for implementing changes to Co-Provider Products, Processes, or OSS interfaces and Qwest's process for communicating these changes to Co-Providers.

The CICMP key elements are:

- Qwest Co-Provider single point of contact responsible for managing changes
- Co-Provider Industry Team representing Co-Providers and Qwest
- Regularly scheduled Co-Provider Industry Team Meetings (i.e., forums) for discussing Co-Provider changes
- Regularly scheduled Co-Providers review and prioritization of changes
- Standard release lifecycle phases for introducing and monitoring changes
- Consistent documentation and tracking of changes and change notifications
- Reasonable communication intervals

The CICMP is a process for Co-Providers and Qwest to consistently communicate Product, Process, and OSS interface changes.

I INTRODUCTION

I.I Description

The CICMP¹ facilitates communications between Co-Providers and Qwest to identify, discuss, and monitor new functionality, enhancements to existing functionality, required code maintenance, and any other changes which are being considered for any Product, Process, and OSS interfaces that may impact Co-Providers. Also, the CICMP will facilitate communications concerning release notifications regarding a new release, certification/re-certification testing, and production maintenance.

The following type of Co-Providers may participate in the CICMP:

- Competitive Local Exchange Carriers (CLECs)
- Resellers
- Interexchange Carriers
- Payphone Service Providers²
- Wireless Carriers³

I.II Scope of Document

CICMP includes CRs and RNs for product, process and OSS changes. The following table identifies valid Qwest product and process categories and OSS interfaces.

OSS Interfaces
Customer Terminal Access System (CTAS)
Exchange Access, Control, & Tracking (EXACT)
Held, Escalated, & Expedited Tool (HEET)
Interconnect Mediated Access (IMA) Electronic Data Interexchange (EDI)
IMA Graphical User Interface (GUI)
Mediated Access System (MEDIACC)
Product Database for Co-Providers
TELEcommunications Information System (TELIS)
Wholesale Billing Interfaces – IABS and CRIS Summary Bill Outputs and Loss and Completion Records
Product Categories
LIS/Interconnection
Collocation
Unbundled Network Elements (UNE)

¹ The CICMP will serve as the default process if the contractual agreements between Qwest and each Co-Provider do not specify change control procedures or if further definition is required.

² and ³ For those Co-Providers who order wholesale products out of a wholesale category.

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Co-Provider Industry Change Management Process

Qwest Wholesale Program

Ancillary
Resale Products and Services
Process Categories
Pre Ordering
Ordering
Billing
Repair

I.III Objectives

The CICMP has four major objectives:

- Provide a forum for Co-Providers and Qwest to discuss CRs, RNs, systems release life cycles, and communications
- Provide a forum for Co-Providers as an industry to discuss and prioritize their CRs
- Develop a mechanism to track and monitor Co-Provider CRs and Qwest RNs
- Establish communication intervals where appropriate in the process

The following sections further describe the principle parties, process description, release lifecycles, and terms and definitions which support the CICMP four major objectives.

II PRINCIPAL PARTIES

The principal parties of the CICMP are Qwest, current Co-Providers utilizing Product, Process, and OSS interfaces, and Co-Providers who are in the process of implementing an OSS interface. The latter Co-Providers must have executed an implementation agreement (e.g., Joint Implementation Agreement) with a commitment to its project work plan schedule.

The principal parties will designate one or several representatives for the following three major roles.

II.I Major Roles and Responsibilities

The following table describes three major roles and responsibilities for specific individuals and/or groups.

Role	Responsibility
Co-Provider	<ul style="list-style-type: none">➤ Establish a single point of contact and alternate to manage CRs➤ Participate in Co-Provider Industry Team Meetings (i.e., regularly scheduled change management meetings with Co-Providers and

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Co-Provider Industry Change Management Process

Qwest Wholesale Program

Role	Responsibility
	<p>Qwest representatives)</p> <ul style="list-style-type: none">➤ Designate a single representative for these meetings⁴➤ Present new CRs➤ Participate in prioritization of Co-Provider CRs➤ Discuss Qwest RNs
Qwest Support Groups	<ul style="list-style-type: none">➤ Represent Wholesale Product, Process, Information Technology (IT), and Regulatory➤ Coordinate and complete Product, Process timelines and OSS interface release management➤ Designate Product, Process, and OSS interface representatives to manage Qwest RNs➤ Participate in Co-Provider Industry Team Meetings<ul style="list-style-type: none">➤ Present Qwest RNs➤ Discuss Co-Provider CRs
Qwest CICMP Manager	<ul style="list-style-type: none">➤ Act as single point of contact for Co-Provider CRs and Qwest RNs➤ Administer the CICMP process➤ Prepare for and facilitate Co-Provider Industry Team Meetings➤ Participate in Qwest OSS Interface release meetings (Systems)➤ Participate in Qwest Product and Process change notification

For additional details on responsibilities please see the next section which further describes the CICMP.

III PROCESS DESCRIPTION

The CICMP will improve and facilitate communications between Co-Providers and Qwest by supporting:

- Co-Provider Single Point of Contact (i.e., Qwest CICMP Manager) who will advocate, monitor, and track Co-Provider CRs, monitor and track Qwest RNs, and prepare for and facilitate Co-Provider Industry Team meetings
- Co-Provider Industry Team Regularly Scheduled Meetings for:
 - Co-Providers to prioritize their CRs
 - Qwest to communicate recent RNs
 - Co-Providers and Qwest to communicate and discuss Product, Process, and OSS interface changes and release lifecycles
- Consistent documentation and tracking of CRs and RNs

The CICMP was based on several process design elements in the following section.

⁴ Other Co-Provider representatives may attend the Co-Provider Industry Team Meetings. A single designated Co-Provider representative will present new CRs and participate in prioritization of Co-Provider CRs.

III.I Process Design Elements

The following process design elements provide the baseline for the CICMP:

- QWEST will provide a Co-Provider single point of contact.
- Each Co-Provider will establish a single point of contact for CR creation and management.
- Each Co-Provider will designate a single representative to present new Co-Provider CRs and participate in the prioritization of Co-Provider CRs at regularly scheduled CM meetings.
- All CRs and RNs will be made in writing. Separate standard forms will be utilized for CRs and RNs.
- QWEST will assign a Co-Provider CR tracking number.
- QWEST will assign a RN tracking number.
- Two sub-processes will be designed to log and validate Co-Provider CRs and Qwest RNs.
- Time duration is in business days unless otherwise indicated.
- Co-Providers will meet regularly to review and prioritize their CRs as an industry.
- Qwest and Co-Providers will meet regularly to discuss Co-Provider CRs and QWEST RNs.
- Co-Provider CRs are for future enhancements and upgrades to Qwest Product, Process, and OSS interfaces
- There are three major roles: Co-Provider, Qwest Support Groups, and Qwest CICMP Managers.
- Release lifecycle duration varies based upon the OSS interface (Systems).
- Product or Process notification lifecycle varies based upon a specific Product or Process.
- Co-Providers accessing IMA EDI and MEDIACC will follow jointly developed implementation project work plans for interoperability and certification testing for a selected release, which is supported by Qwest. These project work plans are not outlined in this process (e.g., timing and testing plans.)
- Co-Provider CRs may be escalated as stated in the CICMP – Escalation Document. The URL to this document is <http://www.uswest.com/carrier/bulletins/whatisiccmp.html>
- Qwest RN sub-process was enhanced and incorporated the CICMP – Qwest RN Enhancement document. The URL to this document is <http://www.uswest.com/carrier/bulletins/whatisiccmp.html>
- Non IMA EDI users may submit an IMA EDI-specific CR for Co-Provider Industry Team review/prioritization. Only current IMA EDI users and those with an agreed upon project work plan may prioritize Co-Provider CRs.
- IMA GUI users may receive IMA EDI Draft Developer Work Sheets upon Qwest receipt of a subscriber letter. This letter shall indicate that the Co-Provider has an interest and possesses the technical background required to interpret the materials being requested for a specific release. (See Attachment A – Sample – Co-Provider Subscriber Letter to Qwest for IMA EDI Draft Developer Worksheets.)
- Co-Providers may submit to the CICMP Manager a proprietary CR for logging and the CICMP Manager will forward it to a Qwest Wholesale Account Manager. The CR will receive a status of “closed” and will not be worked through the CICMP.
- Qwest will provide T-shirt Sizes (e.g., Level of Effort) and Options at the industry team meeting for Co-Provider CRs which were submitted to the appropriate Qwest CICMP Manager by the 2nd Wednesday of the month and which did not require further clarification.

III.II Sub Processes

The CICMP has numerous Co-Provider, Qwest, and Qwest CICMP Manager only or joint activities, which are grouped into the following six sub processes:

- **1.0 Create Co-Provider Change Request** – Activities involve the creation, submission, validation, and clarification of a new Co-Provider CR to be presented at the Co-Provider Industry Meeting.
- **2.0 Evaluate Co-Provider CRs and Review Qwest RNs** – Activities involve preparing and conducting the Co-Provider Industry meeting. The meeting provides a collaborative environment for Co-Providers and Qwest Support Group representatives to discuss Co-Provider CRs statuses and RNs..
- **3.0 Manage Release Candidates** – Activities involve the Qwest Support Group representatives reviewing, evaluating, and selecting change requests for an OSS interface release (i.e., release candidates) and management of release candidates during a release lifecycle.
- **4.0 Create Qwest Release Notification** – Activities involve Qwest Support Group representatives completing a RN Form which identifies the communication event which has taken place between Qwest and the Co-Provider Industry. This form is submitted to and validated by the Qwest CICMP Manager for tracking and reporting to the Co-Provider Industry Team.
- **5.0 Manage Documentation** – Activities involve the creation and improvement of documents including logs, forms, and process descriptions. These activities are the responsibility of the Qwest CICMP Manager.
- **6.0 Maintain CR and RN Tracking Databases** – Activities involve the maintenance of CR and RN tracking databases to support the CICMP process. These activities are the responsibility of the Qwest CICMP Manager.

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Co-Provider Industry Change Management Process

Qwest Wholesale Program

Each sub process has a series of activities, which are primarily the responsibility of one or more of the roles described in Section II.I Major Roles and Responsibilities. The following graph outlines at a high-level the CICMP sub processes and associated activities by roles.

Co-Provider	Qwest CICMP Manager	Qwest Support Groups
1.0 Create Co-Provider Change Request		
1.1 Identify release enhancement/upgrade 1.2 Create/Submit Co-Provider CR	1.3 Log Co-Provider CR 1.4 Validate Co-Provider CR	
1.5 Clarify Co-Provider CR		
2.0 Evaluate Co-Provider CRs and Qwest RNs		
2.3 Conduct Co-Provider Industry Team Meeting	2.1 Prepare for Co-Provider Industry Team Meeting 2.2 Distribute Co-Provider Industry Team Meeting Distribution Package 2.3 Conduct Co-Provider Industry Team Meeting 2.4 Manage results from Co-Provider Industry Team Meeting 2.5 Distribute Issues/Actions log	2.3 Conduct Co-Provider Industry Team Meeting
3.0 Manage Release Candidates		
3.3 Refine Co-Provider Release Baseline Candidates	3.1 Submit/Update Co-Provider CRs for Release Candidate Review 3.3 Refine Co-Provider Release Baseline Candidates	3.2 Conduct Qwest Release Review Meetings 3.3 Refine Co-Provider Release Baseline Candidates
4.0 Create Qwest Release Notification		
	4.2 Log Qwest RN 4.3 Validate Qwest RN	4.1 Create/Submit Qwest RN Form 4.4 Clarify Qwest RN
5.0 Manage Documentation		
	5.1 Create/Update documents 5.2 Distribute updated documents	

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Co-Provider Industry Change Management Process

Qwest Wholesale Program

Co-Provider	Qwest CICMP Manager	Qwest Support Groups
	6.0 Maintain CR and RN Tracking Databases	
	6.1 Maintain CR Database	
	6.2 Maintain RN Database	

The remainder of this section provides detailed information for each activity within a sub process.

III.III 1.0 Create Co-Provider Change Request

Activities involve the creation, submission, validation, and acceptance of a new Co-Provider CR to be presented at the Co-Provider Industry Meeting.

The following tables list each activity in this sub process including its name, description, input(s), output(s), responsibility, and interval.

Activity Name	1.1 Identify release enhancement /upgrade
Description	Co-Provider internal activity to identify release enhancement/upgrade and providing information to their single point of contact for creation of a Co-Provider CR.
Input(s)	Suggestions for new or improved Product, Process, or OSS interface functionality
Output(s)	Co-Provider internal request to create a new Co-Provider CR (See Attachment B – Co-Provider Change Request)
Responsibility	Co-Provider representatives and Co-Provider single point of contact to Qwest
Interval	Co-Provider determined

Activity	1.2 Create/Submit Co-Provider CR
Description	Co-Provider single point of contact creates a Co-Provider CR and submits it to the Qwest CICMP Manager for logging and validation.
Input(s)	Co-Provider internal request to create a new Co-Provider CR.
Output(s)	Co-Provider CR
Responsibility	Co-Provider
Interval	The Co-Provider should submit a Co-Provider CR in a timely manner for logging and validation. If the Co-Provider would like it to receive a T-shirt Size and Option Description at the next Co-Provider Industry Team meeting, then the CR must be submitted by the 1 st of that month.

Activity	1.3 Log Co-Provider CR
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Co-Provider Industry Change Management Process

Qwest Wholesale Program

Activity	1.3 Log Co-Provider CR
Description	The Qwest CICMP Manager logs the Co-Provider CR in the Co-Provider CR Log and assigns a Co-Provider CR# for tracking and status reporting. The status of the CR is "New – To be validated". The Qwest CICMP Manager notifies the Co-Provider single point of contact and provides the Co-Provider CR number.
Input(s)	<ul style="list-style-type: none"> ➤ Co-Provider CR ➤ Co-Provider CR Log and Tracking Numbers
Output(s)	<ul style="list-style-type: none"> ➤ Co-Provider CR, tracking number, and status of "New – To be validated" ➤ Co-Provider CR Log Updated ➤ Co-Provider Notice of CR tracking number and status
Responsibility	Qwest CICMP Manager
Interval	2 days to log and notify the Co-Provider of CR tracking number and status

Activity	1.4 Validate Co-Provider CR
Description	<p>1.4.1 The Qwest CICMP Manager reviews the Co-Provider CR form for completeness (i.e., fields are complete.) If the Co-Provider CR is complete, its status is updated to "New – To be industry evaluated". If the Co-Provider CR is not complete, its status is updated to "New – To be clarified", clarification request is sent to the Co-Provider.</p> <p>1.4.2 The Qwest CICMP Manager reviews a Co-Provider CR clarification response. If the Co-Provider clarification response is complete, its status is updated to "New – To be industry evaluated". If the Co-Provider CR is not complete, its status remains as "New – To be clarified", a clarification request is sent to the Co-Provider.</p>
Input(s)	<ul style="list-style-type: none"> ➤ Co-Provider CR with a status of "New – To be validated" ➤ Co-Provider clarification response for a Co-Provider CR
Output(s)	<ul style="list-style-type: none"> ➤ Co-Provider clarification request ➤ Co-Provider CR status is changed to one of the following: <ul style="list-style-type: none"> ➤ "New – To be industry evaluated" ➤ "New – To be clarified" ➤ "Cancelled – Clarification not completed" (i.e., Co-Provider status remained in "New – To be clarified" status for 60 days.) ➤ "Cancelled – Co-Provider"
Responsibility	Qwest CICMP Manager
Interval	<ul style="list-style-type: none"> ➤ Co-Provider CR status update to Co-Provider for "New – To be industry evaluated" 2 business days ➤ Co-Provider CR status update and clarification request to Co-Provider for "New – To be clarified" 2 business days ➤ Co-Provider CR status update to Co-Provider for "Cancelled – Clarification not completed" 2 days after the 60 days a Co-Provider CR remained in "New – To be clarified" status ➤ Co-Provider CR status update to Co-Provider for "Cancelled – Co-Provider Requested" upon Co-Provider request to cancel CR.

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Co-Provider Industry Change Management Process

Qwest Wholesale Program

Activity	1.5 Clarify Co-Provider CR
Description	The Co-Provider is responding to a clarification request during 1.4 Validate CR form and 2.3 Conduct Co-Provider Industry Team Meeting
Input(s)	Clarification request
Output(s)	Clarification response for a Co-Provider CR
Responsibility	Co-Provider
Interval	Clarified Co-Provider CR should be completed in a timely manner for logging and validation by the Qwest CICMP Manager if the Co-Provider would like it to receive a T-Shirt Size and Option Description at the next CICMP meeting. It is suggested the clarified Co-Provider CR be submitted no later than the 2 nd Wednesday of the month to receive a T-Shirt Size and Option Description at the next CICMP meeting.

III.IV 2.0 Evaluate Co-Provider CRs and Review Qwest RNs

Activities involve preparing and conducting the Co-Provider Industry meeting. The meeting provides a collaborative environment for Co-Providers and Qwest Support Group representatives to discuss Co-Provider CRs statuses and RNs. Also, during a regularly scheduled Co-Provider Industry Team meeting, the Co-Providers will review new and existing CRs and prioritize/reprioritize their CRs as appropriate.

The following tables list each activity in this sub process including its name, description, input(s), output(s), responsibility, and interval.

Activity	2.1 Prepare for Co-Provider Industry Team Meeting
Description	The Qwest CICMP Manager prepares the team meeting distribution package for the Co-Provider Industry Team.
Input(s)	<ul style="list-style-type: none"> ➤ Agenda template ➤ Co-Provider Industry Team Meeting Issues Log ➤ Co-Provider CRs "New – To be evaluated" ➤ Co-Provider CR Status Report ➤ Co-Provider CR T-shirt Size (e.g., Level of Effort) and Options provided by Qwest ➤ Qwest RNs Log Report ➤ Projected 12 month meeting schedule ➤ Co-Provider Industry Team Distribution List
Output(s)	➤ Co-Provider Industry Team Monthly Meeting Distribution Package
Responsibility	Qwest CICMP Manager
Interval	10 business days dependent on the timing of monthly meetings.

Activity	2.2 Distribute Co-Provider Industry Team Meeting Distribution Package
Description	The Qwest CICMP Manager will distribute the Co-Provider Industry Team Monthly Meeting Distribution Package to the Co-Provider Industry Team.
Input(s)	<ul style="list-style-type: none"> ➤ Co-Provider Industry Team Monthly Meeting Distribution Package ➤ Co-Provider Industry Team Member Listing

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Co-Provider Industry Change Management Process

Qwest Wholesale Program

Activity	2.2 Distribute Co-Provider Industry Team Meeting Distribution Package
Output(s)	➤ Distributed Co-Provider Industry Team Monthly Meeting Distribution Package
Responsibility	Qwest CICMP Manager
Interval	5 days prior to the next scheduled Team meeting

Activity	2.3 Conduct Co-Provider Industry Team Meeting
Description	<p>The Co-Provider Industry Team meets to discuss Co-Provider CRs and Qwest RNs and address issues/action items.</p> <p>2.3.1 Present New CRs – A Co-Provider presents their new CR for Co-Provider Industry Review and clarification. If additional clarification is required by the Co-Provider after the meeting, the new CR will receive a status of “New – To be clarified”. If additional clarification is not required, the New CR will receive a status of “Evaluated – To be reviewed”</p> <p>2.3.2 Discuss Co-Provider CRs – The Qwest CICMP Manager provides a status update of existing Co-Provider CRs for discussion.</p> <p>2.3.3 Review Qwest Co-Provider CRs T-Shirt Size and Options – Qwest will discuss the T-Shirt Size (e.g., Level of Effort) and Options for Co-Provider CRs submitted to the appropriate Qwest CICMP Manager by the 2nd Wednesday of the month and which did not require further clarification</p> <p>2.3.4 Review Qwest RNs List – The Qwest CICMP Manager provides a status of recent Qwest RNs for discussion</p> <p>2.3.5 Review Meeting Issues/Action Log and Schedule -- The team reviews the status of issues and action items. Also, the team reviews/adjusts the monthly schedule as appropriate to reflect the next 12 months.</p>
Input(s)	➤ Co-Provider Industry Team Monthly Meeting Distribution Package
Output(s)	<ul style="list-style-type: none"> ➤ Co-Provider CR status updates <ul style="list-style-type: none"> ➤ “Evaluated – to be reviewed”. These CRs have been evaluated and prioritized by the Co-Provider Industry Team for Qwest release review ➤ “New – to be clarified”. These CRs require additional clarification by the Co-Provider ➤ “Cancelled – Co-Provider Industry. These CRs were evaluated by the Co-Provider Industry and were cancelled. ➤ Updated Issues/Actions Log ➤ Updated projected 12 month meeting schedule
Responsibility	<ul style="list-style-type: none"> ➤ Qwest CICMP Manager ➤ Co-Provider Industry Team
Interval	A 4 hour monthly meeting.

Activity	2.4 Manage results from Co-Provider Industry Team Meeting
Description	The Qwest CICMP Manager updates the appropriate documentation (i.e., forms, logs, schedules, etc.) based on the results from conducting the latest

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Co-Provider Industry Change Management Process

Qwest Wholesale Program

Activity	2.4 Manage results from Co-Provider Industry Team Meeting
	monthly meeting.
Input(s)	<ul style="list-style-type: none"> ➤ Co-Provider CR status updates <ul style="list-style-type: none"> ➤ “Evaluated – to be reviewed”. These CRs have been evaluated and prioritized by the Co-Provider Industry Team for Qwest release review ➤ “New – to be clarified”. These CRs require additional clarification by the Co-Provider ➤ “Cancelled – Co-Provider Industry. These CRs were evaluated by the Co-Provider Industry and were cancelled. ➤ ➤ Updated Issues/Actions Log ➤ Updated projected 12 month meeting schedule
Output(s)	Updated Co-Providers CRs, Qwest RNs, Issues/Actions Log, and monthly meeting schedule
Responsibility	Qwest CICMP Manager
Interval	5 days after completing a Team monthly meeting

Activity	2.5 Distribute Issues Log
Description	The Qwest CICMP Manager distributes to the Co-Provider Industry Team the recent monthly meeting issues log.
Input(s)	<ul style="list-style-type: none"> ➤ Updated Issues/Actions Log ➤ Co-Provider Industry Team List
Output(s)	Distributed Issues/Actions Log
Responsibility	Qwest CICMP Manager
Interval	5 days after completing a team monthly meeting the draft issues/actions log will be distributed to the Co-Provider Industry Team for review/comments/changes. A final issues/action log will be distributed to the Co-Provider Industry Team prior to the next meeting.

III.V 3.0 Manage Release Candidates

Activities involve the Qwest Support Group representatives reviewing, evaluating, and selecting change requests for a Product, Process, or OSS interface release (i.e., release candidates) and management of release candidates during a release lifecycle.

The following tables list each activity in this sub process including its name, description, input(s), output(s), responsibility, and interval.

Activity	3.1 Submit/Update Co-Provider CRs for Release Candidate Review
Description	The Qwest CICMP Manager completes required internal change management processing for new and reprioritized Co-Provider CRs to be reviewed by Qwest Support Groups.
Input(s)	New Co-Provider CRs with a status of: <ul style="list-style-type: none"> ➤ “Evaluated – to be reviewed”. These CRs have been evaluated and

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Co-Provider Industry Change Management Process

Qwest Wholesale Program

Activity	3.1 Submit/Update Co-Provider CRs for Release Candidate Review
	prioritized by the Co-Provider Industry Team Existing Co-Provider CRs with a updated prioritization level and/or number
Output(s)	Qwest internal change management documentation
Responsibility	Qwest CICMP Manager
Interval	3 business days following a Co-Provider Industry Team meeting.

Activity	3.2 Conduct Qwest OSS Interfaces Release Review Meetings
Description	<p>These regularly scheduled meetings provide an opportunity for Qwest Support Groups to meet, discuss, prioritize, and select CRs for and during a release life cycle. (Please see Section IV. Release Lifecycles for additional information.)</p> <p>3.2.1 Select CRs for an OSS Release Baseline. Qwest Support Groups including the Qwest CICMP Manager present and discuss their prioritized CRs list which have been collected during the initiate phase of a release lifecycle. At the end of this phase, a short list of CRs (i.e., release baseline candidates) are selected to enter the next release life cycle phase of Development. The reasons for selecting a CR as a release baseline candidate may include priority level, cost/benefit analysis, resource commitments, time constraints, industry direction and Qwest direction.</p> <p>3.2.2 Determine OSS Release Baseline Adjustments. Qwest Support Groups and Qwest CICMP Manager meet regularly during the Development phase of a release lifecycle to determine if adjustments (i.e. adding and/or removing CRs) are required to the release baseline candidates. The possible reasons for adjusting a release baseline candidate may include at a minimum priority level, cost/benefit, resource commitments, time constraints, industry direction and/or Qwest direction.</p>
Input(s)	<ul style="list-style-type: none"> ➤ Qwest internal change management documentation ➤ Prioritized Co-Provider CR OSS Interface Release Lists
Output(s)	<ul style="list-style-type: none"> ➤ Co-Provider CR status update <ul style="list-style-type: none"> ➤ “Reviewed – Release Baseline Candidate” CR has been selected as baseline CR (i.e., candidate). Note: as additional information is gathered during the Development release lifecycle phases the CR may be removed from the release baseline. ➤ “Reviewed – Under consideration” <ul style="list-style-type: none"> ➤ CR has not been selected as a release baseline CR (i.e., candidate); however, it will continue to remain in the Co-Provider CR prioritized list and be reviewed during regularly scheduled review meetings ➤ CR was removed from a release baseline as additional information was gathered during the Development release lifecycle phase. Possible reason(s) may include at a minimum priority level, cost/benefit, resource commitments, time constraints, industry direction, and/or Qwest direction.

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Co-Provider Industry Change Management Process

Qwest Wholesale Program

Activity	3.2 Conduct Qwest OSS Interfaces Release Review Meetings
	➤ Co-Provider notification of Co-Provider CR status update
Responsibility	<ul style="list-style-type: none"> ➤ Qwest Support Groups ➤ Qwest CICMP Manager
Interval	OSS Interface release review meetings varies based on the OSS interface and may occur weekly, biweekly, or monthly. If a Co-Provider CR status changes to/from "Reviewed – Release Baseline Candidate"/"Reviewed – Under Consideration", the Qwest CICMP Manager will notify the Co-Provider within 2 days.

Activity	3.3 Refine Co-Provider OSS Release Baseline Candidates
Description	Meetings to discuss and further refine a Co-Provider CR which has been selected as a release baseline candidate may occur as required.
Input(s)	<ul style="list-style-type: none"> ➤ Co-Provider CR with a status of "Reviewed – Release Baseline Candidate" ➤ Meeting agenda, participants, itinerary, etc.
Output(s)	<ul style="list-style-type: none"> ➤ Co-Provider CR with a status of "Reviewed – Release Baseline Candidate" ➤ Meeting issues/action items
Responsibility	<ul style="list-style-type: none"> ➤ Qwest CICMP Manager ➤ Co-Provider ➤ Qwest Support Groups (e.g., OSS interface release team)
Interval	Varies based on the timing and level of CR refinement. Qwest Support Groups and Co-Provider will determine appropriate response timing for communications.

III.VI 4.0 Create Qwest Release Notification

Activities involve Qwest Support Group representatives completing a RN Form, which identifies the communication event which has taken place between Qwest and the Co-Provider Industry. This form is submitted to and validated by the Qwest CICMP Manager for tracking and reporting to the Co-Provider Industry Team.

The following tables list each activity in this sub process including its name, description, input(s), output(s), responsibility, and interval.

Activity	4.1 Create/Submit Qwest RN Form
Description	The Qwest Support Groups will complete a Qwest RN form (see Attachment C – Qwest RN Instructions) The form will be submitted to the Qwest CICMP Manager for recording of the event.
Input(s)	Communication event
Output(s)	Qwest RN Form
Responsibility	Qwest Support Groups
Interval	2 days after completion of the communication event

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Activity	4.2 Log Qwest RN Form
Description	The Qwest CICMP Manager logs the Qwest RN Form and provides a status of "New – to be validated" and informs the Qwest communicator of it status.
Input(s)	<ul style="list-style-type: none"> ➤ Qwest RN Form ➤ Qwest RN Log
Output(s)	➤ Qwest RN Form with the following status of "New – To be validated"
Responsibility	Qwest CICMP Manager
Interval	2 days after receipt of the Qwest RN Form

Activity	4.3 Validate Qwest RN
Description	<p>4.3.1 The CICMP Manager reviews the Qwest RN for completeness (e.g., fields are completed).. If the Qwest RN is complete, the RN receives "New – to be industry reviewed" and a status update is sent to the Qwest Support Group. If the Qwest RN is incomplete, the RN received "New – to be clarified" and status update is sent to the Qwest Support Group.</p> <p>4.3.2 The CICMP Manager reviews the Qwest clarification response for a Qwest RN. If the Qwest clarification response is complete, the RN receives "New – to be industry reviewed and a status update is sent to the Qwest Support Group. If a Qwest RN is not clarified, the RN receives a status of "New – To be clarified" and a clarification request is sent to the Qwest Communicator.</p>
Input(s)	<ul style="list-style-type: none"> ➤ Qwest RN with a status of "New – To be validated" ➤ Qwest RN clarification response for a RN
Output(s)	<ul style="list-style-type: none"> ➤ QWEST RN clarification request ➤ Qwest RN status is changed to one of the following: <ul style="list-style-type: none"> ➤ "New – To be industry reviewed" ➤ "New – To be clarified"
Responsibility	Qwest CICMP Manager
Interval	<ul style="list-style-type: none"> ➤ Qwest RN status update to Qwest Support Group "New – To be industry reviewed" 2 business days ➤ Qwest RN status update and clarification request Qwest Support Group clarified" 2 business days

Activity	4.4 Clarify Qwest RN
Description	The Qwest Support Groups are responding to a clarification request by the Qwest CICMP Manager during 4.3 Validate Qwest RN
Input(s)	Qwest clarification request
Output(s)	Clarification response to Qwest RN
Responsibility	Qwest Support Groups
Interval	Clarification response to Qwest RN should be completed in a timely manner

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Co-Provider Industry Change Management Process

Qwest Wholesale Program

Activity	4.4 Clarify Qwest RN
	for logging and validation by the Qwest CICMP Manager for distribution at the next Co-Provider Industry Team meeting. It is suggested the clarification response to the Qwest RN be submitted no later than 1 st of the month prior to an industry team meeting

III.VII 5.0 Manage Documentation

Activities involve the creation and improvement of documents including logs, forms, instructions, and process descriptions. These activities are the responsibility of the Qwest CICMP Manager.

The following tables list each activity in this sub process including its name, description, input(s), output(s), responsibility, and interval.

Activity	5.1 Create/Update Documents
Description	The Qwest CICMP Manager creates and updates existing documentation for the CICMP. This documentation includes templates and documented processes.
Input(s)	<ul style="list-style-type: none"> ➤ CR Form Template ➤ CR Status Report Template ➤ RN Form Template ➤ RN Status Report Template ➤ Co-Provider Industry Team Monthly Meeting Schedule Template ➤ Co-Provider Industry Issues/Actions Log Template ➤ Co-Provider Industry Team Meeting Agenda Template ➤ CICMP Document
Output(s)	Updates to one or more of the following: <ul style="list-style-type: none"> ➤ CR Form Template ➤ CR Status Report Template ➤ RN Form Template ➤ RN Status Report Template ➤ Co-Provider Industry Team Monthly Meeting Schedule Template ➤ Co-Provider Industry Issues/Actions Log Template ➤ Co-Provider Industry Team Meeting Agenda Template ➤ CICMP Document
Responsibility	Qwest CICMP Manager
Interval	As required

Activity	5.2 Distribute Updated Documents
Description	The Qwest CICMP Manager notifies the Co-Providers and Qwest Support Groups that a template and/or the CICMP document has been updated. If required, the updated templates and/or CICMP document will be distributed as appropriate.

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Activity	5.2 Distribute Updated Documents
Input(s)	<ul style="list-style-type: none"> ➤ Changes to templates ➤ Changes to CICMP document
Output(s)	<ul style="list-style-type: none"> ➤ Notification to Co-Providers and Qwest Support Groups regarding templates and/or CICMP documentation updates ➤ Updated templates and/or CICMP documents
Responsibility	Qwest CICMP Manager
Interval	Timing and intervals are based on the complexity of changes to template(s) and/or CICMP documents. Five business days prior to the completion of updates, notification of changes to templates and/or CICMP document to Co-Providers and Qwest Support Groups will occur.

III.VIII 6.0 Maintain CR and RN Tracking Databases

Activities involve the maintenance of CR and RN tracking databases to support the CICMP process. These activities are the responsibility of the Qwest CICMP Manager.

The following tables list each activity in this sub process including its name, description, input(s), output(s), responsibility, and interval.

Activity	6.1 Maintain CR Database
Description	The Qwest CICMP Manager maintains the CR tracking database. For example, a change to the CR form will generate a change to the CR tracking database which contains the CR electronic form and status reporting mechanism
Input(s)	Co-Provider CR Tracking System
Output(s)	Updates to the Co-Provider CR Tracking System
Responsibility	Qwest CICMP Manager
Interval	As maintenance is required.

Activity	6.2 Maintain RN Database
Description	The Qwest CICMP Manager maintains the RN Tracking database. For example, a change to the RN form will generate a change to the RN tracking database which contains the RN electronic form and status reporting mechanism
Input(s)	Qwest RN Tracking System
Output(s)	Updates to Qwest RN Tracking System
Responsibility	Qwest CICMP Manager
Interval	As maintenance is required.

Timing and communication of Systems impacting CRs and RNs are based on an OSS release life cycle. Qwest follows a standard software release lifecycle, which is described in the following sections.

IV RELEASE LIFECYCLES

IV.I Four Phases

Qwest OSS release life cycle is the succession of four major phases of work performed to prepare, implement, deploy, support, and retire an OSS interface. The following table describes the four major phases in a release life cycle.

Phase	Description
Initiate	<p>During this phase Co-Providers and QWEST Support Groups submit prioritized lists of CRs for logging and validation (e.g., completeness of CR form). Clarification activities to validate a CR may occur between the submitting group and the OSS interface CM manager. As new requests are generated during this process the submitting group may reprioritize its list and request the CM to update its CRs priority statuses. At the end of this phase, during the Qwest OSS Interface Stakeholders Meeting a short list of validated CRs are selected as the release baseline and are referred to as "candidates".</p> <p>Also during this phase the following activities occur:</p> <ul style="list-style-type: none"> ➤ Define Activities -- The high-level business requirements, systems requirements, and Level of Effort for a release are further refined. For example, system functions are derived from user scenarios, performance and security constraints are identified for mitigation, and data requirements are identified. A project plan (milestones, schedule estimates, risks, contingencies, resource/cost estimates, etc.) is recommended. ➤ Design Activities – The architecture (system context diagram, data design, analysis of requirements satisfaction, software services/technologies accepted, mapping of components to hardware, etc.) is analyzed to meet the project plan baseline requirements.
Develop	<p>During this phase the following activities occur to prepare a release for deployment:</p> <ul style="list-style-type: none"> ➤ Build Activities -- The code is baselined and delivered to system test and a system test plan (system test cases, costs, and schedule, test environment, test data, etc.) is completed. ➤ Test Activities – The system is tested as meeting system test requirements, certification is completed on the product's readiness for production, and pre-final product documentation is reviewed

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Phase	Description
	and baselined.
Deploy	During this phase representatives from the business and operations review and agree the system is ready for full deployment. The decision is made by authorized representatives from the Qwest Support Groups to deploy the release. The release is deployed and production support initiated and conducted.
Retire	During this phase a release continues to be supported while being prepared for retirement (i.e., out of production.) A project plan is created which provides activities, milestones, and checkpoints for the interface release team to complete release retirement. The decision is made by authorized representatives from the Qwest Support Groups to retire a release. The release is retired.

IV.II OSS Interface Release Strategy

Each OSS interface has its own release strategy. A release strategy would include the projected number of releases for a 12 month period which is influenced by the complexity of each release and the number of releases supported at a given time. At a minimum, cost/benefit analysis, resource commitments, time constraints, industry direction and Qwest direction determine release strategies.

Discussion and updates of the OSS interfaces release strategies will be provided by Qwest Support Groups and discussed at the Co-Provider Industry Team Meetings.

V TERMS AND DEFINITIONS

Term	Definition
Certification/Recertification Notification	Includes communications regarding upcoming release of draft business requirements in preparation for testing, technical support for the Co-Provider system development, changes to the implementation plan for certification/recertification activities.
Change Request	Referred to as a CR, this serves as a vehicle to document proposed changes to a Product, Process, or OSS interface release
Co-Provider	Current Co-Provider Product, Process, or OSS interface systems users, and Co-Providers who are in the process of implementing an OSS interface. The later Co-Providers have an executed implementation agreement (e.g., Joint Implementation Agreement) with a commitment to its project work plan schedule.
New Release Notification	Includes Qwest communications regarding disclosure document, release notes, implementation dates, training schedule, etc. (See Attachment D for the Release Documentation Distribution Schedule)
Production	Includes communications regarding planned and unplanned

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Co-Provider Industry Change Management Process

Qwest Wholesale Program

Term	Definition
Maintenance Notification	production maintenance activities, which may include system unavailability time.
Release Baseline Candidates	The initial set of enhancements, upgrades, and required code maintenance which makes up an initial release scope. During a release life cycle changes to the release baseline may include adding or removing release candidates (i.e., CRs.)
Release Notification	Notifications to Co-Providers of Product, Process, or OSS interface release communication events. The types of notices are new release, certification/re-certification, and production maintenance notifications.

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Co-Provider Industry Change Management Process

Qwest Wholesale Program

**ATTACHMENT A – SAMPLE – CO-PROVIDER SUBSCRIBER LETTER
TO QWEST FOR IMA EDI DRAFT DEVELOPER WORKSHEETS**

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Co-Provider Industry Change Management Process

Qwest Wholesale Program

Submission to:

A) Email to rstarr@uswest.com

Or

B) Mail to Rick Starr, IMA EDI Lead Project Manager, Qwest Communications, Inc., 1999 Broadway, 9th Floor, Denver, Colorado, 80206

Subject: IMA [X.X] Release EDI Draft Developer Worksheets – Subscriber Request

Content:

[Co-Provider Name] is a current graphical interface user of the Qwest Interconnect Mediated Access (IMA) Operational Support System (OSS) Interface. [Co-Provider Name] is interested in implementing an Electronic Data Interexchange (EDI) to the Qwest IMA OSS interface and is requesting receipt of the EDI Draft Developer Worksheets for its upcoming IMA [X.X] Release.

[Co-Provider Name] possesses the technical background required to interpret these worksheets. Upon a mutually agreed upon project work plan with Qwest and [Co-Provider Name], Qwest will provide technical support to assist [Co-Provider Name] in implementing IMA EDI.

Please forward the Draft Developer Worksheets to me at my email address [name@co-provider.com] or mailing address [Name, Co-Provider, Street, City, State, and Zip].

Sincerely,

[Co-Provider]

**ATTACHMENT B – CO-PROVIDER CHANGE REQUEST
INSTRUCTIONS**

Co-Provider Change Request Form Instructions

The Co-Provider Change Request (CR) Form is the written documentation for a Co-Provider to submit a CR for a Product, Process or Systems (OSS) interface as stated in the Co-Provider Industry Change Management Process (CICMP) document.

The CR should be reviewed and submitted by the individual, which was selected by the Co-Provider to act as a single point of contact for the management of CRs to Qwest.

A **Systems** CR may be submitted to the Qwest CICMP Manager for Systems as follows:

- (A) Electronic copy emailed to Mark Routh at mrouth@uswest.com
- (B) Hard copy faxed to Mark Routh, Qwest CICMP Manager - Systems, 303-896-8010

A **Product/Process** CR may be submitted to the Qwest CICMP Manager for Product/Process as follows:

- (A) Electronic copy emailed to Matthew Rossi at mrossi@uswest.com
- (B) Hard copy faxed to Matthew Rossi, Qwest CICMP Manager – Product/Process, 303 896-9022

Please submit a new Co-Provider Change Request to the CICMP Manager no later than the 2nd Wednesday day of the month so it may be evaluated at the Co-Provider Industry Team meeting that month.

The remainder of this document refers to the numbers in parentheses on the Co-Provider Change Request Form Example included below to be completed by the Co-Provider:

- (1) Enter the date the CR was submitted to the Qwest CICMP Manager (required)
- (2) Enter your company's name (required)
- (3) Enter your company's internal reference number for this CR (optional)
- (4) Enter your name, title, and email/fax# (required)
- (5) If your CR is proprietary (i.e., confidential) and is meant to be directed only to your account manager and not flow through the CICMP, then select and check mark "Yes". If your CR is not proprietary and is meant to flow through the CICMP, then select and checkmark "No". (optional) If yes is selected, your CR will be forward to your account manager and the CR will receive a status of Cancelled – Other. If this field is left blank, the default is "No".

NOTE (a): A proprietary CR is in an initial state of development and requires Account Management coordination for further refinement. A Qwest formal response is not requested and the CICMP status of this CR will be "closed" without Co-Provider Industry Team Review.

NOTE (b): A proprietary CR, which was "closed", may be opened as a new Co-Provider CR with a new log number upon notification to the CICMP Manager that the CR is not confidential and is complete with appropriate information. This is assuming that the CR is ready for Co-Provider Industry evaluation and prioritization, and a Qwest formal response is requested.

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- (6) Enter a title for this CR. This should concisely describe the CR in a single sentence. (required)
- (7) Select the type of CR that is being submitted (Product, Process, or Systems) (required)
NOTE: steps 8 - 14 for systems CRs ONLY
- (8) Select by check marking the OSS interface which the CR addresses. You may select "Other" if you are unsure of which system to select. (required)
- (9) Enter a description of your change including the names of products and order activity information. If required, you may attach a document. Please reference this document in the description box. (required)
- (10) Please designate if new information is required for a specific screen or transaction
- (11) Select the Product(s) that may be impacted by this Systems CR (required)
- (12) Enter a description of known dependencies. For example an IMA graphical user interface change for a maintenance and repair function may be dependent on a MEDIACC change. (optional)
- (13) Enter a description of any documents, which you attach to this CR to provide further details (e.g., technical descriptions.) (optional)
- (14) Select by check marking the priority level for the CR you intend to propose at the next Co-Provider Industry Team Meeting. (required)

NOTE (c): High = Impact to Your Business Activity (e.g., feature you can't order)
Med = Want to have
Low = Wish List

NOTE: steps 15 – 19 for Product CRs ONLY

- (15) Select the Product(s) that may be impacted by this CR (required)
- (16) Enter a description of your Product change. If required, you may attach a document. Please reference this document in the description box. (required)
- (17) Enter a description of known dependencies (optional)
- (18) Enter a description of any documents, which you attach to this CR to provide further details (e.g., technical descriptions.) (optional)
- (19) Select by check marking the priority level for the CR you intend to propose at the next Co-Provider Industry Team Meeting. (required)

NOTE: steps 20 – 25 for Process CRs ONLY

- (20) Please designate the area of Process impacted by this CR (required)
- (21) Select the Product(s) that may be impacted by this Process CR (required)
- (22) Enter a description of your Process change. If required, you may attach a document. Please reference this document in the description box. (required)
- (23) Enter a description of known dependencies (optional)
- (24) Enter a description of any documents, which you attach to this CR to provide further details (e.g., technical descriptions.) (optional)
- (25) Select by check marking the priority level for the CR you intend to propose at the next Co-Provider Industry Team Meeting. (required)

The Appropriate Qwest CICMP Manager will complete the remainder of the CR Form.

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Co-Provider Industry Change Management Process

Qwest Wholesale Program

Co-Provider Change Request Form (Sample)

Log #

Status

:

(see Co-Provider CR Status Listing)

Submitted By:

Date Submitted:

(1)

Co-Provider:

(2)

INTERNAL REF#

(3)

Submitter:

(4)

Name, Title, and email/fax#/phone#

Proprietary for submission to Account Manager Only? Please check mark ✓ as appropriate

☐ Yes

☐ No

(5)

Title of Change:

(6)

Area of Change Request: Please check mark ✓ as appropriate and fill out the appropriate section below

(7)

☐ System

☐ Product

☐ Process

System Change Request Section

Interfaces Impacted: Please check mark ✓ as appropriate

(8)

☐ CTAS

☐ IMA EDI

☐ MEDIACC

☐ TELIS

☐ EXACT

☐ IMA GUI

☐ Product Database

☐ Wholesale Billing
Interfaces

☐ HEET

☐ Other

Please describe

Description of Change:

(9)

Is new information requested in a specific screen or transaction?

☐ Yes

☐ No

(10)

If yes, name the screen or transaction:

Products Impacted: Please check mark ✓ as appropriate and also list specific products within product group, if applicable

(11)

☐ Centrex

☐ Resale

☐ Collocation

☐ SS7

☐ EEL (UNE-C)

☐ Switched Services

☐ Enterprise Data Services

☐ UDIT

☐ LIDB

☐ Unbundled Loop

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Co-Provider Industry Change Management Process

Qwest Wholesale Program

- ☐ LIS
☐ LNP
☐ Private Line

Please describe

- ☐ UNE-P
☐ Wireless
☐ Other

Please describe

Known Dependencies:

(12)

Additional Information: (e.g., attachments for business specifications and/or requirements documents)

(13)

Co-Provider Priority Level

(14)

- ☐ High ☐ Medium ☐ Low

Desired Implementation Date: ASAP

Product Change Request Section

Products Impacted: Please check mark ☒ all that apply (if "Other" please describe further)

- | | | | | |
|---|--------------------------------------|--|--|---------------------------------|
| <input type="checkbox"/> LIS/Interconnection | <input type="checkbox"/> Collocation | <input type="checkbox"/> UNE | <input type="checkbox"/> Ancillary | <input type="checkbox"/> Resale |
| <input type="checkbox"/> EICT | <input type="checkbox"/> Physical | <input type="checkbox"/> Switching | <input type="checkbox"/> AIN | |
| <input type="checkbox"/> Tandem Trans./TST | <input type="checkbox"/> Virtual | <input type="checkbox"/> Transport (incl. EUDIT) | <input type="checkbox"/> DA | |
| <input type="checkbox"/> DTT/Dedicated Trans. | <input type="checkbox"/> Adjacent | <input type="checkbox"/> Loop | <input type="checkbox"/> Operation Service | |
| <input type="checkbox"/> Tandem Switching | <input type="checkbox"/> ICDF Collo. | <input type="checkbox"/> UNE - P | <input type="checkbox"/> INP/LNP | |
| <input type="checkbox"/> Local Switching | <input type="checkbox"/> Other _____ | <input type="checkbox"/> EEL (UNE-C) | <input type="checkbox"/> Other _____ | |
| <input type="checkbox"/> Other _____ | | <input type="checkbox"/> UDF | | |
| | (15) | <input type="checkbox"/> Other _____ | | |

Description of Change:

(16)

Known Dependencies:

(17)

Additional Information: (e.g., attachments for business specifications and/or requirements documents)

(18)

Co-Provider Priority Level

(19)

- ☐ High ☐ Medium ☐ Low

Desired Implementation Date: ASAP

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Co-Provider Industry Change Management Process

Qwest Wholesale Program

Process Change Request Section

Area Impacted: Please check mark ☒ as appropriate

☐ Pre-Ordering

☐ Ordering (20)

☐ Billing

☐ Repair ☐ Other

Please describe

Description of Change:

(21)

Products Impacted: Please check mark ☒ as appropriate and also list specific products within product group, if applicable (22)

☐ Centrex

☐ Collocation

☐ EEL (UNE-C)

☐ Enterprise Data Services

☐ LIDB

☐ LIS

☐ LNP

☐ Private Line

☐ Resale

☐ SS7

☐ Switched Services

☐ UDIT

☐ Unbundled Loop

☐ UNE-P

☐ Wireless

☐ Other

Please describe

Please describe

Known Dependencies:

(23)

Additional Information: (e.g., attachments for business specifications and/or requirements documents)

(24)

Co-Provider Priority Level

(25)

☐ High ☐ Medium ☐ Low

Desired Implementation Date: ASAP

This Section to be Completed by Qwest CICMP Manager

Qwest Account Manager Notification

Account Manager: _____ Notified: _____

Qwest CICMP Manager Clarification Request

☐ Yes

☐ No

If yes, clarification request sent: _____ Clarification received: _____

Co-Provider Industry Team Clarification Request

☐ Yes

☐ No

If yes, clarification request sent: _____ Clarification received: _____

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Co-Provider Industry Change Management Process

Qwest Wholesale Program

Status, Evaluation and Implementation Comments:

--

☐ Yes

☐ No

Candidate for a Release

If yes, Release Number: _____

Co-Provider CR Status Listing

New CRs going through Qwest CICMP Manager Validation

- New – To be validated
- New – To be clarified

New CRs going through Co-Provider Industry Team Meeting Evaluation

- Evaluated – To be Industry Reviewed

New and Existing CRs going through Qwest Manage Release Candidates

- Reviewed – Under consideration
- Reviewed – On Hold
- Reviewed – Process Candidate
- Reviewed – Release Baseline Candidate
- Committed Candidate OSS Release N
- Completed – In Production
- Completed – Product Deployed

New and Existing CRs - Canceled

- Cancelled - Co-Provider
- Cancelled - Qwest
- Cancelled - Co-Provider & Qwest

**ATTACHMENT C – QWEST RELEASE NOTIFICATION
INSTRUCTIONS**

Qwest Release Notification Form Instructions

The Qwest Release Notification Form (RN) Form is the written documentation for a Qwest representative to submit a RN for a Qwest Product, Process or Systems (OSS) interface as stated in the Co-Provider Industry Change Management Process (CICMP) document.

The Qwest representative responsible for communicating release information to Co-Providers or a Co-Provider sub group (e.g., IMA GUI Users) submits the RN.

A Systems RN may be submitted to the Qwest CICMP Manager - Systems as an electronic copy via email to Mark Routh at mrouth@uswest.com

A Product or Process RN may be submitted to the Qwest CICMP Manager – Product/Process as an electronic copy via email to mrossi@uswest.com

The remainder of this document refers to the numbers in parentheses on the Qwest Release Notification Form Example (see page 2) to be completed by the Qwest representative:

- (1) Enter the date the RN was submitted to the Qwest CICMP (required)
- (2) Enter your name, title, and email (required)
- (3) Enter a title for this RN. This should concisely describe the RN in a single sentence. (required)
- (4) Designate the Area of business that the RN is being Issued (Product, Process, or Systems) (required)
- (5) Please specify Who and When the RN is communicated. (required)
- (6) Select by check marking the type of RN communication. You may select “other” if you are unsure of the type of communication. (required)
- (7) Enter a description of your notification. Provide the mode/method of your communication. If required, you may attach a document. Please name this document in the description box. (optional)
- (8) Enter any additional information, reference documents, and/or web site information (e.g., URL) (optional)
- (9) Select by check marking the OSS interface which the RN addresses. You may select “Other” if you are unsure of which system to select. (required for Systems RNs ONLY)
- (10) Select by check making the Product(s) which the RN addresses. You may select “Other” if you are unsure of which Product(s) to select. (required for Product RNs ONLY)
- (11) Select by check marking the Process area the RN addresses (required for Process RNs ONLY)
- (12) Select by check marking the Product(s) impacted by this Process RN (required for Process RNs ONLY)

The Qwest CICMP Manager will complete the log #, status, and remainder of the form.

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Co-Provider Industry Change Management Process

Qwest Wholesale Program

Qwest Release Notification Form (Sample)

Log
#

Status

:

Submitted By:

Date Submitted:

(1)

Contact Information:

(2)

Name, title, email, phone #

Title of Notification:

(3)

Area of Release Notification: Please check mark ☒ as appropriate and fill out the appropriate section below (4)

☐ System ☐ Product ☐ Process

Communicated To:

(5)

Date Communicated:

Please check mark ☒ as appropriate

☐ Co-Provider Industry
Team

☐ IMA EDI current users or with an agreed
upon project work plan

☐ IMA CD Disclosure
Document Recipients

☐ Public

☐ IMA GUI current and potential new users

Type of Notification: Please check mark ☒ as appropriate

(6)

☐ Target Release Date

☐ Disclosure Document Addendum

☐ Target Release Life Cycle

☐ Training Schedule

☐ Co-Provider Change Request Options for a Release

☐ Release Notes Description

☐ Release Baseline Candidates with Descriptions

☐ Release Notes

☐ Draft Developer Worksheets

☐ Point Release Notes Description

☐ Disclosure Document

☐ Point Release Notes

☐ Recertification Notices

☐ System Available Times

☐ New Product

☐ Product Retirement

☐ Product Enhancement

☐ Other

Please describe

Description of Notification: (e.g., mode/method of message and timing of delivery)

(7)

Additional Information: (e.g., web sites)

(8)

System Release Notification Section

Interfaces Impacted:

(9)

Please check mark ☒ as appropriate

☐ CTAS

☐ IMA EDI

☐ MEDIACC

☐ TELIS

☐ EXACT

☐ IMA GUI

☐ Product Database

☐ Wholesale Billing Interfaces

☐ HEET

☐ Other

Please describe

Product Release Notification Section

SGAT Exhibit G

Co-Provider Industry Change Management Process

Qwest Wholesale Program

Products Impacted: Please check mark ☒ all that apply (If "Other" please describe further)

<input type="checkbox"/> LIS/Interconnection <input type="checkbox"/> EICT <input type="checkbox"/> Tandem Trans./TST <input type="checkbox"/> DTT/Dedicated Transport <input type="checkbox"/> Tandem Switching <input type="checkbox"/> Local Switching <input type="checkbox"/> Other _____	<input type="checkbox"/> Collocation <input type="checkbox"/> Physical <input type="checkbox"/> Virtual <input type="checkbox"/> Adjacent <input type="checkbox"/> ICDF Collo. <input type="checkbox"/> Other _____	<input type="checkbox"/> UNE <input type="checkbox"/> Switching <input type="checkbox"/> Transport (incl. EUDIT) <input type="checkbox"/> Loop <input type="checkbox"/> UNE - P <input type="checkbox"/> EEL (UNE-C) <input type="checkbox"/> UDF <input type="checkbox"/> Other _____	<input type="checkbox"/> Ancillary <input type="checkbox"/> AIN <input type="checkbox"/> DA <input type="checkbox"/> Operation Services <input type="checkbox"/> INP/LNP <input type="checkbox"/> Other _____
--	--	---	--

(10)

Process Release Notification Section

Area Impacted: Please check mark ☒ all that apply

☐ Pre-Ordering
☐ Ordering
☐ Billing
☐ Repair

(11)

☐ Other _____

Please Describe

Products Impacted: (12) Please check mark ☒ as appropriate and list specific products within product group, if applicable

<input type="checkbox"/> Centrex <input type="checkbox"/> Collocation <input type="checkbox"/> EEL (UNE-C) <input type="checkbox"/> Enterprise Data Services <input type="checkbox"/> LIDB <input type="checkbox"/> LIS <input type="checkbox"/> LNP <input type="checkbox"/> Private Line Please describe _____	<input type="checkbox"/> Resale <input type="checkbox"/> SS7 <input type="checkbox"/> Switched Services <input type="checkbox"/> UDIT <input type="checkbox"/> Unbundled Loop <input type="checkbox"/> UNE-P <input type="checkbox"/> Wireless <input type="checkbox"/> Other _____	_____ _____ _____ _____ _____ _____ _____ Please describe _____
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This Section to be Completed by Qwest CICMP Manager

Status, Evaluation and Implementation Comments:

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Co-Provider Industry Change Management Process

Qwest Wholesale Program

Qwest Release Notification Status Listing

New RNs going through Qwest CICMP Manager Validation

- New – To be validated
- New – To be clarified
- New – To be industry reviewed

After Industry Team review

- Completed

ATTACHMENT D – RELEASE DOCUMENTATION DISTRIBUTION SCHEDULE

This information pertains to IMA Releases only, and primarily for the EDI implementations. The GUI information is covered in the Release Notes but there are no CLEC code changes required for the GUI interface.

- Baseline Candidates with Descriptions - 1 week after *Scope Commit
- Draft Developer Worksheets - 1 week after Scope Commit
- Disclosure Document - 5 weeks before the Qwest Implementation of a Release
- Release Notes - 3 weeks before the Qwest Implementation of a Release
- Addendum to the Disclosure Document - 2 weeks after the Qwest Implementation of a Release

**Scope Commit is when the IMA Release Manager announces the firm Release Date.*



Qwest Wholesale Program

Project Name: Co-Provider Industry Change Management Process – Escalation Process

Date: 10/12/99 Draft – For Co-Provider Industry Team Review
10/20/99 Final – Co-Provider Industry Team Approved
11/10/00 Revised – For Co-Provider Industry Team Review

Author: Qwest Communications, Inc. (Qwest) – Information Technologies

Abstract: The Co-Provider Industry Change Management (CM) Process (CICMP) – Escalation Process is the process for Co-Providers to escalate items (i.e., change requests) as defined in the CICMP document. Escalations can involve issues related to the CICMP process itself. The escalation occurs only after normal CICMP procedures have been completed.

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I INTRODUCTION**I.I Description**

The CICMP – Escalation is a process for escalating items (i.e., change request) to be re-reviewed by Qwest. In such escalation, the Co-Provider is requesting Qwest to alter its current course of action as previously discussed at the Co-Provider Industry Team Meeting. The CICMP document defines items that can be escalated including change requests to the CICMP.

I.II Guidelines

The following are CICMP – Escalation guidelines:

- Escalation item is defined within the CICMP document
- Escalation item has an associated change request (CR) number
- Escalation item has been shared and discussed at the Co-Provider Industry Team Meeting
- Escalation occurs after normal CICMP procedures are completed
- Escalation items will be distributed to the Co-Provider Industry Team; unless, the Co-Provider has indicated that the item is proprietary
- Escalation items will be reviewed by the appropriate Qwest Wholesale Director
- If required, a continued escalation item will be reviewed by the appropriate Qwest Wholesale Vice President

I.III Objective

The CICMP – Escalation objective is to provide an opportunity for the Co-Provider and Qwest to discuss and re-review an outcome of a previously discussed change request at a Co-Provider Industry Team meeting.

II ESCALATION PROCESS DESCRIPTIONS**II.I Process Description – Systems Escalation Process**

The CICMP – Escalation is a series of activities involving the Co-Provider, Qwest designated representatives, and Qwest CICMP Manager.

The following tables list each activity in including its name, description, input(s), output(s), responsibility, and interval.

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Co-Provider Industry Change Management Process

Qwest Wholesale Program

Activity Name	1.1 Initiate an Escalation
Description	After the discussion of a CR at the Co-Provider Industry Team Meeting, the Co-Provider CR Manager decides to escalate the CR based on its impact to the Co-Provider.
Input(s)	Co-Provider CR with a status of one of the following: <ul style="list-style-type: none"> ➤ Reviewed – Under Consideration ➤ Reviewed – Release Baseline Candidate ➤ Cancelled – Co-Provider Industry Team ➤ Cancelled -- Other
Output(s)	<ul style="list-style-type: none"> ➤ Email to Qwest CICMP Manager. The email will include: <ul style="list-style-type: none"> ➤ Subject: (Co-Provider Name) Escalation of CR# _____ ➤ Title and description of escalation item ➤ History of Item ➤ Co-Provider desired outcome ➤ Impact to Co-Provider of not meeting desired outcome
Responsibility	Co-Provider CR Manager
Interval	2 business days following the Co-Provider Industry Team Meeting

Activity	1.2 Receive/Forward Escalation
Description	Receive Co-Provider escalation email. Forward the escalation to the Qwest Wholesale Director -- Interconnection and Product Services.
Input(s)	<ul style="list-style-type: none"> ➤ Email to Qwest CICMP Manager. ➤ Qwest Wholesale Director -- Interconnection and Product Services email address ➤ Co-Provider Industry Team Listing ➤ Change Request
Output(s)	<ul style="list-style-type: none"> ➤ Escalation email – forwarded to the appropriate Qwest Wholesale Director, copy to Co-Provider, and blind copies to Co-Provider Industry Team <ul style="list-style-type: none"> ➤ Attach CR
Responsibility	Qwest CICMP Manager
Interval	Within one business day after receipt of a Co-Provider escalation email

Activity	1.3 Respond to Escalation
Description	<p>The appropriate Qwest Wholesale Director will respond to the escalation item with Qwest's position and explanation of that position.</p> <p>1.3.1 If Qwest's position suggests a change in the current course of action for a CR, Qwest will conduct a Co-Provider Industry Team conference call within 1 business day after the Qwest decision in order to arrive at an industry consensus.</p>
Input(s)	<ul style="list-style-type: none"> ➤ Escalation Email
Output(s)	<ul style="list-style-type: none"> ➤ Responding escalation email to Co-Provider from the appropriate Qwest Wholesale Director to Co-Provider. Copy to appropriate Qwest CICMP Manager ➤ If required, Co-Provider Industry Team Conference Call

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Co-Provider Industry Change Management Process

Qwest Wholesale Program

Activity	1.3 Respond to Escalation
Responsibility	Qwest Wholesale Director -- Interconnection and Product Services
Interval	Within 4 business days after 1.2 Receive/Forward Escalation.

Activity	1.4 Review Response and Determine if Escalation Continues
Description	Co-Provider reviews Qwest escalation response. If the Co-Provider decides to continue the escalation, the Co-Provider will forward Qwest email responding to the escalation to CICMP Manager with any additional information.
Input(s)	Response to escalation email from the appropriate Qwest Wholesale Director
Output(s)	<ul style="list-style-type: none"> ➤ Continued escalation email to CICMP Manager Or ➤ Qwest escalation response has been accepted as closure to the item
Responsibility	Co-Provider CR Manager
Interval	☐ Within 5 days after email receipt of 1.3 Respond to Escalation the Co-Provider may continue escalation or the Qwest escalation response has been accepted as closure to the item

Activity	1.5 Receive/Forward Continue Escalation
Description	Receive Co-Provider continue escalation email. Forward the continue escalation to the appropriate Qwest Wholesale Director.
Input(s)	<ul style="list-style-type: none"> ➤ Continue escalation email to CICMP Manager ➤ Qwest Senior Director – Wholesale Product Marketing email address ➤ Co-Provider Industry Team Listing
Output(s)	Continue escalation email – forwarded to Qwest Senior Director – Wholesale Product Marketing, copy to Co-Provider, and blind copies to Co-Provider Industry Team
Responsibility	Qwest CICMP Manager
Interval	Within one business day after receipt of a Co-Provider continue escalation email.

Activity	1.6 Respond to Continued Escalation
Description	<p>The Qwest Senior Director – Wholesale Product Marketing will respond to the escalation item with Qwest's position and explanation of that position.</p> <p>1.6.1 If Qwest's position suggests a change in the current course of action for a CR, Qwest will conduct a Co-Provider Industry Team conference call within 1 business day after the Qwest decision in order to arrive at an industry consensus.</p>
Input(s)	➤ Continue escalation email
Output(s)	<ul style="list-style-type: none"> ➤ Qwest responding email to continue to Co-Provider. Copy to Qwest CICMP Manager ➤ If required, Co-Provider Industry Team Conference Call
Responsibility	Qwest Senior Director – Wholesale Product Marketing
Interval	Within 4 business days after 1.2 Receive/Forward Escalation.

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II.II Process Description – Product Escalation

The CICMP – Escalation is a series of activities involving the Co-Provider, Qwest designated representatives, and Qwest CICMP Manager.

The following tables list each activity in including its name, description, input(s), output(s), responsibility, and interval.

Activity Name	1.1 Initiate an Escalation
Description	After the discussion of a CR at the Co-Provider Industry Team Meeting, the Co-Provider CR Manager decides to escalate the CR based on its impact to the Co-Provider.
Input(s)	Co-Provider CR with a status of one of the following: <ul style="list-style-type: none"> ➤ Reviewed – Under Consideration ➤ Reviewed – Release Baseline Candidate ➤ Cancelled – Co-Provider Industry Team ➤ Cancelled -- Other
Output(s)	<ul style="list-style-type: none"> ➤ Email to Qwest CICMP Manager. The email will include: <ul style="list-style-type: none"> ➤ Subject: (Co-Provider Name) Escalation of CR# _____ ➤ Title and description of escalation item ➤ History of Item ➤ Co-Provider desired outcome ➤ Impact to Co-Provider of not meeting desired outcome
Responsibility	Co-Provider CR Manager
Interval	2 business days following the Co-Provider Industry Team Meeting

Activity	1.2 Receive/Forward Escalation
Description	Receive Co-Provider escalation email. Forward the escalation to the appropriate Qwest Wholesale Product Director as indicated on the CR Form.
Input(s)	<ul style="list-style-type: none"> ➤ Email to Qwest CICMP Manager. ➤ Appropriate Qwest Wholesale Product Director email address ➤ Co-Provider Industry Team Listing ➤ Change Request
Output(s)	<ul style="list-style-type: none"> ➤ Escalation email – forwarded to the appropriate Qwest Wholesale Product Director, copy to Co-Provider, and blind copies to Co-Provider Industry Team ➤ Attach CR
Responsibility	Qwest CICMP Manager
Interval	Within one business day after receipt of a Co-Provider escalation email

Activity	1.3 Respond to Escalation
Description	<p>The appropriate Qwest Wholesale Product Director will respond to the escalation item with Qwest's position and explanation of that position.</p> <p>1.3.1 If Qwest's position suggests a change in the current course of action for a CR, Qwest will conduct a Co-Provider Industry Team conference call within</p>

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Co-Provider Industry Change Management Process

Qwest Wholesale Program

Activity	1.3 Respond to Escalation
	1 business day after the Qwest decision in order to arrive at an industry consensus.
Input(s)	➤ Escalation Email
Output(s)	➤ Responding escalation email to Co-Provider from appropriate Qwest Wholesale Product Director. Copy to Qwest CICMP Manager ➤ If required, Co-Provider Industry Team Conference Call
Responsibility	Qwest Wholesale Product Director
Interval	Within 4 business days after 1.2 Receive/Forward Escalation.

Activity	1.4 Review Response and Determine if Escalation Continues
Description	Co-Provider reviews Qwest escalation response. If the Co-Provider decides to continue the escalation, the Co-Provider will forward Qwest email responding to the escalation to CICMP Manager with any additional information.
Input(s)	Response to escalation email from the appropriate Qwest Wholesale Product Director.
Output(s)	➤ Continued escalation email to CICMP Manager Or ➤ Qwest escalation response has been accepted as closure to the item
Responsibility	Co-Provider CR Manager
Interval	Within 5 days after email receipt of 1.3 Respond to Escalation the Co-Provider may continue escalation or the Qwest escalation response has been accepted as closure to the item

Activity	1.5 Receive/Forward Continue Escalation
Description	Receive Co-Provider continue escalation email. Forward the continue escalation to the appropriate Qwest Wholesale Product Director
Input(s)	➤ Continue escalation email to CICMP Manager ➤ Qwest Sr. Director – Wholesale Product Marketing email address ➤ Co-Provider Industry Team Listing
Output(s)	Continue escalation email – forwarded to the Qwest Sr. Director – Wholesale Product Marketing, copy to Co-Provider, and blind copies to Co-Provider Industry Team
Responsibility	Qwest CICMP Manager
Interval	Within one business day after receipt of a Co-Provider continue escalation email.

Activity	1.6 Respond to Continued Escalation
Description	The Qwest Sr. Director – Wholesale Product Marketing will respond to the escalation item with Qwest's position and explanation of that position. 1.6.1 If Qwest's position suggests a change in the current course of action for a CR, Qwest will conduct a Co-Provider Industry Team conference call within 1 business day after the Qwest decision in order to arrive at an industry consensus.
Input(s)	➤ Continue escalation email

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Co-Provider Industry Change Management Process

Qwest Wholesale Program

Activity	1.6 Respond to Continued Escalation
Output(s)	<ul style="list-style-type: none"> ➤ Qwest responding email to continue to Co-Provider. Copy to Qwest CICMP Manager ➤ If required, Co-Provider Industry Team Conference Call
Responsibility	Qwest Sr. Director – Wholesale Product Marketing
Interval	Within 4 business days after 1.2 Receive/Forward Escalation.

II.III Process Description – Process Escalation

The CICMP – Escalation is a series of activities involving the Co-Provider, Qwest designated representatives, and Qwest CICMP Manager.

The following tables list each activity in including its name, description, input(s), output(s), responsibility, and interval.

Activity Name	1.1 Initiate an Escalation
Description	After the discussion of a CR at the Co-Provider Industry Team Meeting, the Co-Provider CR Manager decides to escalate the CR based on its impact to the Co-Provider.
Input(s)	Co-Provider CR with a status of one of the following: <ul style="list-style-type: none"> ➤ Reviewed – Under Consideration ➤ Reviewed – Release Baseline Candidate ➤ Cancelled – Co-Provider Industry Team ➤ Cancelled -- Other
Output(s)	<ul style="list-style-type: none"> ➤ Email to Qwest CICMP Manager. The email will include: <ul style="list-style-type: none"> ➤ Subject: (Co-Provider Name) Escalation of CR# _____ ➤ Title and description of escalation item ➤ History of Item ➤ Co-Provider desired outcome ➤ Impact to Co-Provider of not meeting desired outcome
Responsibility	Co-Provider CR Manager
Interval	2 business days following the Co-Provider Industry Team Meeting

Activity	1.2 Receive/Forward Escalation
Description	Receive Co-Provider escalation email. Forward the escalation to the Qwest Director – Interconnect Operations Process Management
Input(s)	<ul style="list-style-type: none"> ➤ Email to Qwest CICMP Manager. ➤ Qwest Director – Interconnect Operations Process Management email address ➤ Co-Provider Industry Team Listing ➤ Change Request
Output(s)	<ul style="list-style-type: none"> ➤ Escalation email – forwarded to the Qwest Director – Interconnect Operations Process Management, copy to Co-Provider, and blind copies to

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Co-Provider Industry Change Management Process

Qwest Wholesale Program

Activity	1.2 Receive/Forward Escalation
	Co-Provider Industry Team ➤ Attach CR
Responsibility	Qwest CICMP Manager
Interval	Within one business day after receipt of a Co-Provider escalation email

Activity	1.3 Respond to Escalation
Description	<p>➤ The Qwest Director – Interconnect Operations Process Management will respond to the escalation item with Qwest’s position and explanation of that position.</p> <p>1.3.1 If Qwest’s position suggests a change in the current course of action for a CR, Qwest will conduct a Co-Provider Industry Team conference call within 1 business day after the Qwest decision in order to arrive at an industry consensus.</p>
Input(s)	➤ Escalation Email
Output(s)	<p>➤ Responding escalation email to Co-Provider from Qwest Director – Interconnect Operations Process Manager. Copy to Qwest CICMP Manager</p> <p>➤ If required, Co-Provider Industry Team Conference Call</p>
Responsibility	Qwest Director – Interconnect Operations Process Management
Interval	Within 4 business days after 1.2 Receive/Forward Escalation.

Activity	1.4 Review Response and Determine if Escalation Continues
Description	Co-Provider reviews Qwest escalation response. If the Co-Provider decides to continue the escalation, the Co-Provider will forward Qwest email responding to the escalation to CICMP Manager with any additional information.
Input(s)	Response to escalation email from the Qwest Director – Interconnect Operations Process Management.
Output(s)	<p>➤ Continued escalation email to CICMP Manager</p> <p>Or</p> <p>➤ Qwest escalation response has been accepted as closure to the item</p>
Responsibility	Co-Provider CR Manager
Interval	Within 5 days after email receipt of 1.3 Respond to Escalation the Co-Provider may continue escalation or the Qwest escalation response has been accepted as closure to the item

Activity	1.5 Receive/Forward Continue Escalation
Description	Receive Co-Provider continue escalation email. Forward the continue escalation to the Qwest Director – Interconnect Operations Process Management
Input(s)	<p>➤ Continue escalation email to CICMP Manager</p> <p>➤ Qwest Sr. Director – Interconnect Operations email address</p> <p>➤ Co-Provider Industry Team Listing</p>
Output(s)	Continue escalation email – forwarded to the Qwest Sr. Director – Interconnect Operations, copy to Co-Provider, and blind copies to Co-

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Co-Provider Industry Change Management Process

Qwest Wholesale Program

Activity	1.5 Receive/Forward Continue Escalation
	Provider Industry Team
Responsibility	Qwest CICMP Manager
Interval	Within one business day after receipt of a Co-Provider continue escalation email.

Activity	1.6 Respond to Continued Escalation
Description	<p>The Qwest Sr. Director – Interconnect Operations will respond to the escalation item with Qwest’s position and explanation of that position.</p> <p>1.6.1 If Qwest’s position suggests a change in the current course of action for a CR, Qwest will conduct a Co-Provider Industry Team conference call within 1 business day after the Qwest decision in order to arrive at an industry consensus.</p>
Input(s)	➤ Continue escalation email
Output(s)	<p>➤ Qwest responding email to continue to Co-Provider. Copy to Qwest CICMP Manager</p> <p>➤ If required, Co-Provider Industry Team Conference Call</p>
Responsibility	Qwest Sr. Director – Interconnect Operations
Interval	Within 4 business days after 1.2 Receive/Forward Escalation.